

**STANFORD AMENDED AND RESTATED
AFFINITY AGREEMENT**

This Agreement is entered into as of this 12 day of December, 2008, by and between FIA Card Services, N.A., a national banking association having its principal place of business in Wilmington, Delaware, formerly known as MBNA America Bank, N.A. ("Bank"), The Board of Trustees of the Leland Stanford Junior University through its Stanford Alumni Association, a division of Stanford University ("SAA"), and Stanford Department of Athletics, Physical Education and Recreation, a department of Stanford University ("DAPER", and together with SAA, referred to herein as the "Group") having their collective principal place of business in Stanford, California for themselves, and their respective successors and assigns.

WHEREAS, SAA, DAPER, on behalf of Stanford University and Bank are parties to an Amended and Restated Agreement Affinity Agreement entered into by the parties as of March 29, 2002 (the "Original Agreement") wherein Bank provides certain credit card products and related financial services to certain persons included in certain lists provided to Bank by or on behalf of Stanford University Alumni Association; and

WHEREAS, Group and Bank mutually desire to amend and restate the Original Agreement and the terms reflected in this Agreement shall become effective March 1, 2009 ("Effective Date").

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, Group and Bank agree as follows:

1. DEFINITIONS

When used in this Agreement, the following initially capitalized words and phrases will have the meanings ascribed to them as set forth below:

"Agreement" means this Agreement and Schedules A through F.

"Affiliate" means, with respect to any entity or organization, any other entity or organization directly or indirectly controlling, controlled by, or under common control with such entity or organization. The term "controlling," "controlled by" and "under common control with" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Applicable Law" means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing. For the sake of clarity, this definition shall include, as applicable, regulations implemented by the Federal Reserve intended to prohibit unfair or deceptive practices by banks in connection with credit card accounts.

“**Best in Class**” means that the Program, as represented by a mutually agreed upon set of assessment categories compared among certain mutually agreed upon colleges and/or universities that have existing endorsed credit card program agreements with Bank, is better than or equal in eighty percent (80%) of the agreed upon assessment categories as compared against the other mutually agreed upon colleges and/or universities.

“**Blended Interchange Rate**” means the Program’s blended interchange rate for all products, across all card networks, based on retail spend and interchange revenue.

“**Credit Card Account**” means an open-end consumer credit account opened pursuant to the Program that is accessed utilizing a card, plate and/or any other device or instrument. Credit Card Accounts shall also include credit card accounts opened under the Original Agreement.

“**Contract Year**” means each consecutive twelve-month period during the Term commencing as of the Effective Date.

“**Compensation**” means subject to the terms of this Agreement the payments set forth in Schedule B.

“**Credit Card Product**” means any credit card program and charge card program. This term shall exclude any Stanford University identification card that may incorporate a stored value pre-pay feature for certain services provided on the Stanford University campus.

“**Customer**” means any Member who is a participant in the Program.

“**DAPER**” means as defined above in the introductory paragraph to this Agreement.

“**DAPER Mailing List**” means a Mailing List comprised of DAPER Members.

“**DAPER Member**” means a Member identified by DAPER on a DAPER Mailing List or otherwise identified to Bank by DAPER, and excluding any “SAA Member”.

“**DAPER Trademark**” means a Trademark identified on Schedule D as pertaining to DAPER and any other any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by DAPER prior to or during the Term of this Agreement.

“**Effective Date**” has the meaning specified above in the recitals.

“**Endorse**” means as described in Section 2(a) of this Agreement including (subject to the terms in Section 2(b)-(d)): (i) exclusively sponsoring the Program and the Credit Card Products and not sponsoring, advertising, developing, promoting, or marketing any other Program or Credit Card Products (other than Bank’s); (ii) allowing Bank’s exclusive use of the Trademarks in connection with the promotion of the Program and Credit Card Product(s), and (iii) permitting Bank to exclusively use the Mailing Lists to market the Program and the Credit Card Product(s).

“Information” has the meaning ascribed to such word in Section 7 below.

“Mailing List” means an updated and current list (in a format and medium mutually agreed upon by BANK, SAA and DAPER, as the case may be) containing non-duplicate names (including without limitation names of business owners or authorized officers), with corresponding valid postal addresses of all Members who are at least eighteen years of age, segmented by zip codes or other mutually selected membership characteristics.

“Member” means alumni of Stanford and/or other potential participants mutually agreed to by SAA or DAPER and BANK. For the avoidance of doubt, the definition of “Member” does not include Students.

“Open Credit Card Account” means a Credit Card Account which (i) is not in default under the Credit Card Account Agreement; (ii) does not have a status code which blocks further charges (e.g., overlimit, delinquent, closed by grantor, closed by Customer, etc.); (iii) has at least one plastic (card) which has been issued and validated; and (iv) has been issued to the person(s) who requested the Credit Card Account and such person(s) was the person(s) to whom BANK intended to extend credit.

“Program” means those programs and services, and the promotion thereof, the Credit Card Products BANK agrees to offer pursuant to this Agreement to the Members from time to time.

“Reward Account” means a Credit Card Account carrying a Reward Enhancement.

“Reward Enhancement” means a reward enhancement as provided through BANK and offered as part of the Program. A Reward Enhancement may be marketed under a name (e.g., World Points), as determined by BANK from time to time, in its sole discretion.

“SAA” is as defined in the introductory paragraph to the Agreement.

“SAA Mailing List” means a Mailing List comprised of SAA Members.

“SAA Member” means a Member identified on a SAA Mailing List or otherwise identified to BANK by SAA.

“SAA and DAPER Rewards” means those rewards and enhancements described on Schedule D offered as part of the Program that SAA and/or DAPER is responsible for providing and fulfilling in accordance with the terms of this Agreement.

“SAA Trademark” means a Trademark identified on Schedule E pertaining to SAA, and any other any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by SAA prior to or during the Term of this Agreement.

“Student” means a matriculated student of Stanford.

"**Stanford University**" means Stanford University and any office or department of, Stanford University (including SAA and DAPER).

"**Term**" means from the Effective Date through February 28, 2016.

"**Trademarks**" means those designs, images, visual representations, logos, service marks, trade dress, trade name, or trademarks represented on Schedule E, as the same may be amended by the parties hereto in accordance with the terms of the Agreement, and any other any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by the Group during the Term of this Agreement.

"**Two Cycle Billing**" means the balance computation method for purchases described in either Section 226.5a(g)(2) (i) or (ii) or Regulation Z.

"**Universal default provision**" means a provision or term in a credit card account agreement that provides that a default event (i.e., a late payment, over the credit limit, bouncing a check) on any credit card account issued by an entity other than Bank (meaning a credit card account issued by any other issuer) is considered a default event on Bank's credit card account allowing Bank to increase the annual percentage rates up to the default annual percentage rates disclosed in the credit card account agreement without any additional notification (change in terms notice) to the credit card holder.

2. RIGHTS AND RESPONSIBILITIES OF SAA AND DAPER.

(a) The Group agrees during the Term of this Agreement that it will Endorse the Program exclusively, and that Group will, neither by itself nor in conjunction with others, directly or indirectly: (i) solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of any Credit Card Products of any entity other than Bank; (ii) license or allow others to license the Trademarks in relation to or for promoting any Credit Card Products of any entity other than Bank; and, (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of the Mailing Lists or information about any current or potential Members in relation to or for promoting any Credit Card Products of any entity other than Bank; provided, however (for the avoidance of doubt) that divisions or departments of Stanford University other than DAPER and SAA may use mailing lists that contain information similar to that on Mailing Lists, provided the source of such mailing lists, in whole or in part, is not DAPER or SAA and that such mailing lists are not used in whole or in part in relation to or from promoting any Credit Card Products of any entity other than Bank.

(b) Notwithstanding anything contained above in Section 2(a) to the contrary, Group may solicit proposals for programs offering, or discuss with any organization other than Bank, the providing of Credit Card Products of any entity other than Bank during the nine (9) months immediately preceding the expiration of the Term of this Agreement; provided, however, that no agreement between Group and any entity other than Bank for the providing of Credit Card Products shall have an effective date prior to the effective date of expiration or termination of this Agreement.

(c) Further, Group may accept advertising from other financial institutions, MasterCard, Visa, and/or American Express; provided, however, that such advertising does not contain an express or implied Endorsement by SAA and/or DAPER of any Credit Card Products (other than the Credit Card Products offered by Bank). SAA and/or DAPER may accept an advertisement from MasterCard, Visa, and/or American Express that promotes other than Bank's Credit Card Products, if SAA and DAPER agree to provide Bank with a complimentary advertisement which promotes the Program (having similar size and product placement as the applicable MasterCard, Visa and/or American Express advertisement) in a SAA or DAPER publication reasonably selected by Bank. Further, for the sake of clarity, SAA and/or DAPER may also accept advertising from financial institutions that promotes several financial services and products, including Credit Card Products, provided reference to Credit Card Products is among a listing of several (meaning more than three) financial services and/or products being promoted, and such advertisement does not otherwise display a Credit Card Product as the predominant image, or give the impression that the primary purpose of such advertisement is to promote Credit Card Products.

(d) Bank additionally acknowledges that SAA and/or DAPER may use certain Credit Card Products of other financial institutions or credit card issuers where SAA or DAPER is the obligor and the purpose of which is financing the business operations of SAA and/or DAPER and this shall not be deemed precluded by the exclusivity commitments described above.

(e) If at any time during the Term Stanford University adds a credit feature to the university identification card for students, faculty, and staff, Group agrees that Bank shall have the right to market the Program to Students through any or all of the marketing channels described in this Agreement, and/or create a Student credit card that Bank may market to Students through Bank's banking centers and online. To the extent necessary the parties shall negotiate and execute an addendum to this Agreement reflecting any specific terms applicable to Students within sixty (60) days of the credit feature being added to the Stanford University identification card, or Group will provide Bank, each calendar year during the Term, with an incremental number of direct mail pieces equal to the number of Students on campus. The terms and conditions of any addendum will reflect student program terms that are at a minimum competitive and consistent with Bank's other endorsed colleges and/or university student programs that are of similar size, scope, demographics, and account behavior, and mutually agreed upon Best in Class assessment terms for the Student credit card product.

(f) The Group agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.

(g) As provided herein, the Group authorizes Bank to solicit SAA Members and DAPER Members by mail, direct promotion, internet, advertisements, banking centers or any other means mutually agreed to for participation in the Program. Notwithstanding the foregoing, Bank shall not directly and intentionally market to Students for participation in the Program during the Term and will use best efforts to design Program marketing materials that convey that the Program is intended for alumni and the Members. In addition, notwithstanding anything contained in this Section 2(g) to the contrary, Bank shall not be deemed in breach of this Section

2(g) for soliciting any individual from any Mailing List who is a Student for participation in the Program, or from inadvertently soliciting a Student who applies for a Credit Card Product. Additionally, nothing herein shall be interpreted to preclude Bank from soliciting Students for any other Bank product or service; provided such solicitation is outside of the Program and this Agreement (e.g., such solicitation occurs because Bank happens to have a Student name and address pursuant to any other Bank marketing program, or a Student requests non-endorsed Bank products or services from the Bank directly).

(h) Bank shall obtain SAA's prior written approval of the, scope, quantity, marketing channels, venue and content of all Program advertising and solicitation materials relating to the Program, including the advertising and solicitation materials contemplated by Section 2(n), to be used by Bank which contain an SAA Trademark. Bank shall obtain DAPER's prior written approval of all Program advertising and solicitation materials relating to the Program, including the advertising and solicitation materials contemplated by Section 2(n), to be used by Bank which contain a DAPER Trademark. In each case, such approval shall not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards), Bank may deduct such costs from any payments due to SAA. In the event such costs exceed payments then due, if requested by Bank, SAA will promptly reimburse Bank for all such costs.

(i) Within thirty (30) days of Bank's request, SAA and/or DAPER, will provide Bank with its Mailing List free of any charge; provided, however, that SAA and/or DAPER will not include in any Mailing List the name and/or related information regarding any Student and Member who has expressly requested that SAA and/or DAPER, as the case may be, not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by SAA and DAPER or their respective agents for an initial Mailing List or an update to the Mailing List, Bank may deduct such incurred costs from Payments due SAA. SAA will provide the first SAA Mailing List, containing the required information for at least one hundred seventy thousand (170,000) non-duplicate Member names as soon as possible but no later than thirty (30) days after the Group's execution of this Agreement. DAPER will provide the first DAPER Mailing List, containing the required information for at least fifty five thousand (55,000) non-duplicate DAPER Member names. Group shall deliver Mailing Lists containing a minimum of those quantities specified herein.

(j) SAA agrees to provide SAA Member segmented Mailing Lists to Bank, including, for example, Banner Carriers, Socials, Owners, and such other SAA Member segmented lists that SAA and Bank may mutually agree upon.

(k) The Group shall only disseminate information globally to Members or potential Members about the Program with Bank's prior written approval, which shall not be unreasonable withheld, except for current advertising and solicitation materials provided by Bank to Group. Notwithstanding the above, Group may respond to individual inquiries about the Program from its Members and potential Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by Bank to Group. Any correspondence received by the Group that is intended for Bank (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the Bank account executive within five (5) business

days of receipt by facsimile and in the case of payments, within three (3) business days of receipt by overnight delivery service.

(l) The Board of Trustees of the Leland Stanford Junior University through SAA and DAPER, hereby grants Bank and its Affiliates a non-transferable, non-sublicenseable, non-exclusive right to use their respective Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits the Group from granting to other persons a license to use any other mark (including the Trademarks) in conjunction with the providing of a service or product, other than Credit Card Products. The Group will provide Bank all Trademark production materials (e.g., camera ready art) required by Bank for the Program as soon as possible but no later than thirty (30) days after Group's execution of this Agreement.

(m) Subject to the approval procedures described in Section 2 (h) above, and applicable law and regulation, Bank has the right to place Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items suitable in Bank's judgment for the solicitation of Credit Card Account applications. Bank and the Group agree that in selecting and approving the use and appearance of the Trademarks on such gifts the stature and reputation of Stanford University shall be a primary consideration. Bank will not be required to pay any third party (e.g., any producer, licensor(ee), or manufacturer of such gifts and premiums) royalties or other compensation otherwise due directly or indirectly to or on behalf of SAA and/or DAPER or an Affiliate for such gifts or premiums. SAA and DAPER each waive such payments from any third party(ies) (and/or agrees to use commercially reasonable efforts cause the recipient(s) of such payments to waive such payments), and will take (and/or will use commercially reasonable efforts to cause the recipient(s) of such payments to take) all actions to give effect to this waiver. If a third party should refuse to reduce the price to Bank for such gifts or premiums (or otherwise prevent the realization of this benefit by Bank) then Bank may deduct such amount(s) from payments owed to SAA

(n) In consideration of the payments made by Bank to SAA pursuant to Section A of Schedule B of the Agreement, SAA and DAPER shall provide to Bank the following marketing opportunities during each Contract Year during the Term.

(i) Internet: SAA shall allow Bank to advertise the Program, including the SAA and DAPER Rewards, via a rotating banner advertisement on SAA's home page 7 days per month, a fixed banner advertisement on SAA's membership page, and other advertisements in other mutually agreed upon locations within the SAA internet site(s). DAPER shall allow Bank to advertise the Program via a fixed banner advertisement on the DAPER internet site home page (currently at www.gostanford.com). Bank may establish a link form such advertisements on Group's websites to another internet site to enable a person to apply for a Credit Card Account. The Group will, respectively as the case may be, modify or remove such Program sponsorships within three (3) business days of Bank's request. To enable Bank to view all Program advertising/sponsorship

materials, Group will provide Bank with the ability to access all pages within SAA's and DAPER's internet sites, including "members only" access pages. SAA and Bank shall mutually agree upon the design of Program banner advertisements that appear on SAA's home page.

(ii) Email: SAA and DAPER shall each conduct at least three (3) e-mail campaigns in newsletter format to the updated and segmented SAA and DAPER e-mail Mailing Lists during each calendar year during the Term. All e-mail solicitations conducted by Group shall be approved in advance by Bank in writing. SAA and DAPER each shall comply with Bank's reasonable instructions and all applicable law concerning the distribution of Program advertisements by e-mail, including without limitation, compliance with the requirements of the CAN SPAM Act. SAA and DAPER each shall comply with Bank's instructions concerning compliance with applicable law, including without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act regarding e-mail solicitations for the Program. SAA and Bank shall mutually agree upon the design of Program advertising to be placed in SAA's email newsletters.

(iii) Events: Subject to the terms of this Agreement, including subsection (vii) below, SAA and DAPER shall agree to provide the Bank with the ability to conduct event promotion campaigns (e.g., tabling and postering) at all the home football games, including up to five (5) booths at home football games. Additionally, SAA and DAPER will each agree to provide the Bank the ability to conduct up to five (5) additional event promotion campaigns at major SAA and/or DAPER events (e.g., graduation and homecoming, basketball games) during each calendar year during the Term promoting the Program. For the sake of clarity, tabling and postering may take place in multiple locations for each event promotion and is subject to SAA and/or DAPER's approval.

(iv) Publications: SAA will provide Bank with either two (2) full page advertisements, or three (3) 1/2 page advertisements, each to be four-color, promoting the Program in the SAA magazine per calendar year during the Term. DAPER will provide Bank with one (1) four-color, full page advertisement promoting the Program in each season's football program per Contract Year. If Bank requests preferred placement, meaning the back cover or inside cover, Bank and Group shall mutually agree upon the price for such preferred placement, subject to space availability, and Bank agrees to pay such reasonable and actual cost for such preferred placement; provided, that, the parties have mutually agreed on the amount, such amount is reasonable and does not reflect any mark-up or other hidden costs.

(v) Direct mail: Subject to the terms of this Agreement, SAA will allow Bank to conduct up to six (6) direct mail campaigns per calendar year during the Term using the SAA Mailing List, and DAPER will allow Bank to one (1) direct mail campaign per Contract Year using the DAPER Mailing List. For the sake of clarity, the one (1) direct mail campaign to the DAPER Mailing List per Contract Year shall not count toward Mailing List restrictions described in Section 3(h) below.

(vi) SAA and DAPER Rewards: SAA and DAPER shall provide those rewards that have been listed on Schedule D, as such may be amended from time to time during the Term upon agreement of Bank and Group.

(o) The Group may include statement messages and other messages or materials in, or along with, Bank's Program billing statements; such materials to be developed by Group at their expense. Inclusion or insertion in Bank's billing statements is subject to the prior approval of Bank, including the scope, timing and content of such materials, and Bank's size, scheduling and weight requirements. Such materials will only include promotions related to the Group programs or Stanford University, but shall not include any promotions of any other third party products and/or services, including, for example, promotion of insurance, rental cars, and/or other financial products and services. The Group agrees to indemnify and hold Bank harmless from and against any and all claims, causes of action, losses, costs or damages incurred or suffered by Bank (including reasonable attorneys' fees) arising from statement messages or materials sent with billing statements at the Group's request, including without limitation the content thereof, or from the products and services offered therein.

3. RIGHTS AND RESPONSIBILITIES OF BANK

(a) Bank shall design, develop and administer the Program for the Members.

(b) Subject to the approvals required by Section 2(h), Bank shall design all advertising, solicitation and promotional materials with regard to the Program. Bank reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of SAA or DAPER; which approval shall not be unreasonably withheld or delayed.

(c) Bank shall bear all costs of producing and mailing materials for the Program, except as may otherwise be mutually agreed.

(d) Bank shall make all credit decisions regarding applicants for credit under the Program and shall bear all credit risks with respect to each Customer's account(s).

(e) Bank shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling the Mailing Lists to use them for any other purpose. Specifically, Bank agrees that neither it nor its Affiliates, employees, or agents will use the Mailing Lists for any purpose not specifically authorized herein, or approved in advance and in writing by SAA or DAPER, as applicable. Bank shall have the sole right to designate Members on the Mailing Lists to whom promotional material will not be sent. The Mailing Lists are and shall remain the sole property of SAA and DAPER, as applicable. Bank shall ensure that its employees, Affiliates or agents with access to the Mailing Lists of the obligations described in this Agreement regarding the use and duties associated with the Mailing Lists. However, Bank may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's own files and shall not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by Stanford

University, SAA or DAPER of any product or service other than the Credit Card Products during the term of this Agreement, or an endorsement by Stanford University, SAA or DAPER of any Bank product or service after the term of this Agreement.

(f) Neither Bank, its Affiliates, nor any third parties subcontracted by Bank shall not sell, transfer or otherwise provide the Mailing Lists to any other third party except as necessary or appropriate to assist Bank in fulfilling its obligations under this Agreement.

(g) The parties agree to focus on improving and enhancing Program customer service during the Term. To that end, Bank and the Group agree

(i) Bank will handle incoming Customer service calls made to Bank's customer satisfaction area through a preferred customer service queue in accordance with the service standards shown on Schedule A. The Group and Bank agree to evaluate the effectiveness of the preferred telephone queue, and Bank's performance against the service standards on a quarterly basis. Bank will provide summary reports to SAA and DAPER on a six (6) month basis demonstrating Bank's adherence to the service standards. The Group and Bank shall cooperate and work collaboratively to implement any necessary modifications and/or enhancements to the service standards. Notwithstanding the foregoing, if Bank eliminates the preferred servicing queue or the capturing of the specific service standards outlined in Schedule A from its customer service model, Bank and Group shall mutually agree upon a suitable alternative.

(ii) Bank shall conduct a baseline customer satisfaction survey prior to the Effective Date of the Agreement. The results from such baseline survey will be used to assist Bank, SAA and DAPER to establish and mutually agree upon future goals for the improvement of customer satisfaction. Thereafter, the Bank agrees to conduct annually a survey of Customers to determine their satisfaction with the Program. Bank shall include SAA's reasonable suggestions regarding the questions to be included in the surveys. Bank agrees within a reasonable period of time after completion of such surveys to discuss the results with the Group, and, share the details of such results with the Group to the extent such information may be disclosed by Bank without violating applicable law or regulation, Bank policy, or subjecting Bank to the potential liability of Customers' privacy claims. Bank agrees to use reasonable steps in the design and implementation of the survey to permit disclosure to the Group. During the Term, the Group agrees to discuss with Bank the overall results of its annual net promoter survey and share such results with BANK to the extent such information may be disclosed without violating applicable law or regulation or subjecting the Group to the potential liability of Members' privacy claims. SAA and/or DAPER, as applicable, shall include Bank's reasonable suggestions regarding questions to be included in the net promoter survey.

(iii) Subject to the constraints set forth above in (ii), Bank agrees to use best efforts to keep SAA and DAPER informed as set forth in this Section and to respond to Member complaints and disputes forwarded to the Bank in an effective and prompt manner.

(iv) In the event that Bank fails to meet the Customer service standards described on Schedule A, as such may be amended in accordance with the terms of this Agreement, for a period of two consecutive six (6) month periods (for one or both of the service standards described on Schedule A, or the then-current agreed upon Customer service standards), for such failures in said twelve month period, Bank agrees to pay SAA a payment of \$10,000.00 to be used by Group to fund an alumni association function or activity; including but not limited to, an education scholarship or internship. Such payment shall be made by BANK to SAA along with the next scheduled payment in accordance with terms on Schedule B. In the event no payments are due or owed by Bank to SAA, Bank shall pay SAA within forty-five (45) days of the sending the Customer service report described in (i) above.

(h) Bank agrees to limit the number Program direct mail new account solicitations sent to those names on the Mailing Lists to four (4) times per Contract Year. Bank shall be responsible for ensuring that the Member names are removed from the Mailing Lists after the frequency noted herein. This requirement also excludes the seed list. Further, the direct mail contact limitations described in this Section shall not apply to any additional direct mail solicitations allowed pursuant to Section 2(e).

(i) For a period of eighteen (18) months from the Effective Date, Bank agrees to market the availability of a Rewards Account upgrade to Bank's current Reward Enhancement, because certain Customers under the Program per the Original Agreement have Rewards Accounts that were established under the Bank's prior Reward Enhancement (referred to as "Stanford Miles Rewards Accounts"). Eligible Customers, during the eighteen (18) month period in which Bank markets the availability of the upgrade, and thereafter, will be converted to Bank's current Reward Enhancement on a point -to-point conversion basis. In all instances, a Customer must request such conversion and the Stanford Miles Rewards Account must be otherwise eligible to be converted to the Bank's current Reward Enhancement.

(j) Bank agrees to disclose to Customers, in accordance with then-current applicable law and Bank's customary Credit Card Account agreement disclosure practices, those delinquency and default events (e.g., overlimit, late payment) with or on the Bank's Credit Card Accounts may result in a re-pricing of the annual percentage rate. Bank will also, as part of its standard automated credit account practices, review Program Credit Card Accounts, that have had an annual percentage rate increased because of a delinquency and default event on a six (6) month basis from the effective date of the annual percentage rate increase. Should Bank change this automated review timeframe, Bank will provide sixty (60) days advance notice prior to Bank's implementation of the change.

(k) Bank will arrange to offer and/or make available Credit Card Account statement year end summaries at no additional cost to eligible Customers who request them. If Bank discontinues providing year end summaries (online or via paper), it shall notify Group in accordance with the time frame described in subsection (j) above.

(l) Bank is responsible for compliance with applicable laws and regulations pertaining to the advertising, marketing and administration of the Program.

4. REPRESENTATIONS AND WARRANTIES

(a) The Group on the one hand, and Bank, on the other hand, each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

(i) It is duly organized, validly existing and in good standing.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) Bank assumes this Agreement is duly executed and authorized by SAA and DAPER on behalf of and for the benefit of themselves respectively, and The Board of Trustees of the Leland Stanford Junior University. The Group assumes this Agreement is duly executed and authorized by Bank. With such assumptions made as aforesaid, this Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) The Board of Trustees of the Leland Stanford Junior University and Group each, respectively, represents and warrants to Bank as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to Bank for use as contemplated by this Agreement. The Group will indemnify, defend and hold harmless Bank, its directors, officers, agents, employees, Affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse Bank's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from Bank's use of the Trademarks in reliance thereon, or from the use of any Mailing Lists by Bank for the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

(c) The Board of Trustees of the Leland Stanford Junior University and Group, each respectively, represents and warrants to Bank as of the date hereof and throughout the term of this Agreement that the Trademarks constitute all of trade dress licensed or used by or associated with DAPER and SAA in connection with any Credit Card Products, individually or jointly between themselves or with others. Stanford University shall not adopt or use, nor permit any person to adopt or use any other trade dress in violation of the foregoing representation.

(d) Bank agrees to indemnify The Board of Trustees of the Leland Stanford Junior University and Group, and their respective officers, agents and employees from and for any liability, loss, expense, claim, or reasonable attorney fees or charges, arising out of Bank's negligence, gross and willful misconduct, or Bank's material failure to comply with laws and regulations applicable to Bank in the marketing and administration of the Program.

5. COMPENSATION

(a) In consideration for Group's participation in the Program, SAA shall be guaranteed sponsorship payments equal to Seven Million Dollars (\$7,000,000.00) (the "Guarantee Amount") by the end of the full Term of the Agreement, subject to subsections (b) (c) and (d) below, as well as the conditions described in Paragraphs B and C of Schedule B. The Guarantee Amount shall be paid by Bank in non-recoupable annual installments of One Million Dollars (\$1,000,000.00) per Contract Year in accordance with the quarterly payment schedule described on Schedule B. For the avoidance of doubt, Bank has no payment or compensation obligations to DAPER pursuant to this Agreement.

(b) Bank shall not make any payments to SAA until a Schedule F (W-9 Form and ACH Form) or other IRS required form (e.g., W-8) is fully completed and returned to Bank.

(c) On or before the forty fifth (45th) day after the end of each calendar quarter during the Term of this Agreement, Bank will provide SAA and DAPER with a statement showing the number of Open Credit Card Accounts.

(d) As of December 31, 2008, Bank shall establish a baseline measure of the Blended Interchange Rate for the Program ("Baseline Measure"). On December 31, 2009, and on December 31 each year thereafter during the Term, Bank shall measure the Program Blended Interchange Rate for that year against the Baseline Measure. If the Program Blended Interchange Rate is the Baseline Measure minus fifteen percent (15%) or greater, Bank will notify SAA in writing documenting that difference, and beginning with the next quarterly payment owed, Bank shall reduce the annual compensation by a total of \$50,000.00, which shall be pro-rated beginning with the next quarterly payment owed by an amount of \$12,500.00. After such reduction in compensation has occurred, if the Program Blended Interchange Rate for that year is the Baseline Measure plus fifteen percent (15%) or greater, beginning with the next quarterly payment owed, Bank shall increase the annual compensation owed by a total of \$50,000.00, which shall be pro-rated beginning with the next quarterly payment owed by an amount of \$12,500.00. SAA and Bank acknowledge and agree that from Contract Year to Contract Year during the Term, the compensation paid may fluctuate by a total of \$50,000.00 per Contract Year based the Program Blended Interchange Rate.

(e) If at any time during the Term, Bank projects that changes to Applicable Law will result in a fifteen percent (15%) or greater adverse impact on Bank's billed interest income and fees for the Program for the remainder of the Term ("Adverse Effect"), then Bank shall notify the Group in writing of such Adverse Effect. Such notice shall be certified by the then current Card Services Executive for Affinity Group Management. Upon Bank's compliance with

Applicable Law ("Compliance Date"), Bank shall reduce the amount of compensation paid to SAA by a total of \$50,000.00 each Contract Year remaining in the Term, which shall be pro-rated beginning with the next quarterly payment owed by an amount of \$12,500.00. If Bank reduced the compensation as described immediately above and the Applicable Law that caused the Adverse Effect is entirely repealed or rescinded ("Applicable Law Change Date"), and there are no other Applicable Laws that have the effect or will continue to cause an Adverse Effect for Bank, upon the Applicable Law Change Date Bank will increase the amount of compensation paid to SAA by a total of \$50,000.00 per Contract Year, which shall be pro-rated beginning with the next quarterly payment owed by an amount of \$12,500.00.

6. PROGRAM ADJUSTMENTS

(a) Subject to the terms below in subsections (b) below and the Best in Class obligations described in this Agreement, Bank has the right to make periodic adjustments to the Program, including, without limitation, changes to its terms and features. In addition, Customers may, as a benefit under the Program, be offered opportunities to select credit protection and other products and services. Bank will notify the Group prior to the implementation of permitted changes, except those changes required by VISA USA, MasterCard International or applicable law.

(b) During the Term of the Agreement, Bank agrees that the Program Credit Card Accounts will have a grace period of at least twenty-five (25) days. Further, Bank will cap late fees and overlimit fees at \$29.00 on Credit Card Accounts and cap the default annual percentage rate applied on Program Credit Card Accounts at two (2) percentage points below the Bank's then current standard default annual percentage rate applied on Bank's entire credit card account portfolio.

(c) Except as may be mandated by Applicable Law, Bank also will not incorporate a Universal Default Provision in the Program Credit Card Account cardholder agreements, nor will it utilize the Two Cycle Billing purchase balance computation method on Program Credit Card Accounts. For the sake of clarity, subject to the limitations described herein Section 6 (b), Bank shall have the right to re-price the annual percentage rates on existing Program Credit Card Accounts in accordance with Bank's current and standard credit card account re-pricing criteria, including, for example, delinquency and default re-pricings which are disclosed by Bank in the Customer's credit card account agreement (this shall not be interpreted to preclude Bank's ability to change delinquency and/or default re-pricing triggers by subsequent amendment to the credit card agreement (which would require subsequent notification to Customers) and re-price Program Credit Card account annual percentage rates based on those amended or changed triggers). However, Bank agrees that it will not re-price existing Program Credit Card Accounts annual percentage rates based on risk-based criteria which are not made known to the Customer via disclosure in the Customer's credit card agreement.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of

disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. Bank and the Group shall be permitted to disclose such Information (i) to their accountants, consultants, legal, financial and marketing advisors, and employees ("Agents") only to the extent necessary for the performance of their respective duties in connection with the Program, or (ii) as required by law or requested by any governmental regulatory authority. In the event the Bank or the Group, or any of their respective Agents, is ordered, by law, rule, regulation, governmental agency or court of competent jurisdiction to disclose Information the party will provide the other party with prompt notice of such orders, if such notice is allowed under applicable law or regulation, and, if permitted by applicable law or regulation reasonably cooperate with and assist the other party, at the other party's cost and expense, so that the other party may prevent or limit the scope of any disclosure, or obtain confidential treatment for the Information. Bank and the Group each agree that if one of their Agents discloses such Information to another person or entity in violation of this Section 7, or uses such Information for a purpose not expressly permitted in this Section 7, such act shall be deemed a material breach of this Agreement by the party whose Agent it is and the non-breaching party may, in addition to any other right or remedy available at law or in equity and upon ten (10) days prior written notice to the other party, cease providing the other party with any reporting or other information concerning the Program or the Agreement, whether or not a requirement of the Agreement. For the sake of clarity, except as provided in subsections (i) and (ii) above, these obligations prohibit the Bank and the Group and Stanford University, and any permitted third party consultants (past or present) and/or Agents (past or present), from disclosing any term of this Agreement, including, but not limited to, the financial terms to any third party (i.e. other colleges, universities, and/or related alumni associations).

8. TERM OF AGREEMENT

The Initial Term of this Agreement will begin on the Effective Date. Unless renewed by written agreement executed no later than November 30, 2015, it will end on February 28, 2016.

9. SAA AND/OR DAPER REWARDS

(a) In accordance with this Section 9, SAA and DAPER agree to make available only to Customers certain goods and/or services in connection with Bank's customer rewards program for Customers ("Bank Rewards Program"). The initial list of goods and/or services (and their respective wholesale cost) SAA and DAPER agree to provide for the Bank Rewards Program is set forth on Schedule D (said initial list of goods and/or services and such other goods and services as are made available to Customers and provided by SAA and DAPER as mutually agreed to by SAA, DAPER and Bank and reflected on an amended Schedule D, are collectively referred to as the "SAA and DAPER Rewards"). The parties agree that the minimum number of SAA and DAPER Rewards shall be a least twelve (12) SAA and DAPER Rewards items.

(b) SAA and DAPER shall provide and fulfill the SAA and DAPER Rewards, when and in quantities agreed to by SAA, DAPER and Bank, to the Customers specified by Bank (in

Bank's sole discretion). SAA and DAPER each agree to comply with Bank's rules and instructions as are established for the Bank Rewards Program. SAA and DAPER each agree that the SAA and DAPER Rewards will be available within the Bank Rewards Program for redemption for a twelve (12) month period after the termination or expiration of this Agreement and agrees to honor the redemption of any SAA and DAPER Rewards during the Term and during said twelve (12) month period.

(c) All SAA and DAPER Rewards will meet or exceed Group's then-current standards and specifications, or such other standards or specifications as are established between SAA, DAPER and Bank in writing. SAA and DAPER shall purchase all products and services solely from suppliers who demonstrate, to SAA and DAPER's continuing reasonable satisfaction, the ability to meet Group's standards and specifications, and possess adequate quality controls and capacity to supply SAA and DAPER's needs promptly and reliably.

(d) SAA and DAPER shall provide to Bank a written description of the SAA and DAPER Rewards. The parties shall mutually determine the quantities of each SAA and DAPER Reward which will be available for the Program as well as the terms and conditions of redemption and the corresponding point values of redemption for each SAA and DAPER Reward. Bank agrees that the SAA and DAPER Rewards will only be available to Customers and not to any other Bank credit card customer.

(e) If for any reason the SAA and DAPER Rewards, or any portion thereof, is discontinued or terminated, Stanford University agrees to abide by the terms originally communicated to those Customers who have already requested such SAA and DAPER Reward.

(f) SAA and DAPER shall notify Bank of each modification to, and/or termination of, any SAA and DAPER Rewards or the price of any SAA and DAPER Rewards in writing at least one hundred and twenty (120) days prior to the effective date of such modification or termination, or as otherwise mutually agreed to by Bank, SAA and DAPER.

(g) The Board of Trustees of the Leland Stanford Junior University and Group shall indemnify, release, discharge, defend and hold harmless Bank, its Affiliates and subsidiaries, and their respective principals, partners, directors, officers, shareholders, beneficiaries, trustees, employees, agents, successors, and assigns (collectively "Indemnitees") from and against: (i) any claims, liabilities, demands, suits, actions, causes of action, judgments, settlements, attorney's fees, damages, fines, penalties, fees, costs and expenses arising out of or related to the execution or non-execution of the duties required of Group pursuant to this Section 9, whether caused in whole or in part by the negligent act or omission or willful acts or omissions of Stanford University or its employees, representatives or agents; and (ii) any actual or alleged infringement of any patent or copyright arising out of or in connection with the SAA and DAPER Rewards or the use of materials and equipment furnished for or in connection with the SAA and DAPER Rewards; and (iii) any taxes, penalties, interest and/or fines assessed against any of the Indemnitees in connection with Group's performance of its obligations pursuant to this Section 9 or the SAA and DAPER Rewards, by any governmental unit.

(h) Bank shall pay the cost as disclosed on Schedule D (as such Schedule may be amended by the parties from time to time and incorporated herein by reference) and incurred by SAA and DAPER for the SAA and DAPER Rewards. Any costs or expenses incurred by SAA and/or DAPER in the performance of this Agreement which are not specifically set forth in Schedule D shall be the sole responsibility of SAA and/or DAPER.

(i) Bank shall, at its expense, design all advertising, solicitation and promotional materials with regard to the SAA and DAPER Rewards, all SAA and DAPER Reward fulfillment materials and SAA and DAPER Rewards advertising and solicitation materials to be used. All such material shall be subject to the prior written approval of SAA and DAPER, which approval shall not be unreasonably withheld or delayed. Bank shall be solely responsible for all marketing of the SAA and DAPER Rewards, and Bank shall determine the method, manner, content and frequency of all such marketing; provided however, that any such marketing that utilizes SAA Trademarks or DAPER Trademarks must be approved in advance and in writing by SAA in accordance with the terms of this Agreement. Bank agrees to create, at its sole cost and expense, a custom web page within its Bank Reward Program website that will be accessible by Customers only for purposes of redeeming the SAA and DAPER Rewards. Notwithstanding, SAA and DAPER also agree to promote the Bank Rewards Program on SAA and DAPER's websites, including promoting the SAA and DAPER Rewards on the alumni member benefits page(s).

(j) Bank shall have the right from time to time to review SAA and DAPER's performance under this Section 9 and to inspect samples to be delivered to the Customers prior to their intended delivery upon three (3) days' prior written notice. Such reviews may take the place at Stanford University's facilities or remotely, as determined by Bank. SAA and DAPER will cooperate with Bank in connection with such reviews. SAA and DAPER shall not utilize any products or services as a SAA and DAPER Rewards until SAA and DAPER has received Bank's written approval, which will not be unreasonably withheld or delayed.

(k) All invoices for payment shall be forwarded to Bank. Each invoice shall be itemized and detail all authorized expenses. SAA and DAPER shall provide Bank with such documents and information as reasonably requested by Bank to support any invoice. Invoices shall be payable within thirty (30) days of receipt. Disputed invoices shall be paid within thirty (30) days after resolution of the dispute. Bank may reasonably audit SAA and DAPER's records at its sole expense and shall be provided with a refund in the event of a demonstrated overcharge exceeding three (3%) percent.

(l) The Board of Trustees of the Leland Stanford Junior University and Group represent and warrant to Bank as of the date hereof and throughout the term of this Agreement: (i) Group shall supply all SAA and DAPER Rewards in accordance with the terms of this Section 9 and any reasonable additional Bank instructions, policies and procedures made known to it; (ii) Group has a valid license to use, sublicense and distribute any third party intellectual property used in conjunction with the SAA and DAPER Rewards. Such use, license, and distribution is free of all claims and threats of claims and does not violate any rights of any third party, including any copyright, trade secret or other proprietary rights; and (iii) Group has the means, methods and resources to perform its obligations under this Section 9.

(m) Bank may, for cause, remove the SAA and DAPER Rewards from the Bank Reward Program upon written notice to SAA and DAPER provided SAA and DAPER have been given notice of the cause and a reasonable period of time, based on the circumstances surrounding the reason for the removal, to rectify the situation.

10. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. The foregoing shall not be construed as limiting or establishing the choice of forum available to either party in the case of any litigation arising out of this Agreement.

11. ANNUAL MEETING / BEST IN CLASS/ MARKETING PLAN

(a) The Group and Bank agree to meet (in person or by telephone) at least once per Contract Year to discuss the Program, including for example, marketing activities in view of the annual marketing plans; the development of the next Contract Year's annual marketing plan, specific marketing materials concerning or relating to the promotion of the Program, and the overall progress made regarding the customer satisfaction improvement goals; and achievement of the Best in Class standards.

(b) Bank and Group shall work collaboratively on the details of the annual marketing plans, which shall in all cases, reflect at a minimum, all marketing accesses provided by Group as described above in this Agreement in Section 2 (n). Such details shall include the timing, scope, quantity, venue, marketing channel and content of campaigns and promotions. All Program advertising materials, including the premiums described in Section 2(m) above, bearing the Trademarks shall be subject to the terms in Section 2(h).

(c) As of the Effective Date, Bank and the Group have mutually agreed upon those assessment categories (includes credit card account terms and features as marketed in new credit card account acquisition materials online and through direct mail) and colleges and/or universities shown on Schedule C that will be used by Bank and Group to assess whether the Program is Best in Class. Twice per Contract Year, the Group and Bank will engage in benchmarking activity to evaluate whether the Program meets the mutually agreed upon Best in Class standard. Such assessment categories and colleges and universities are subject to modification from time to time upon mutual agreement of Bank and the Group.

(d) The benchmarking activity described above in subsection (c) above shall mean that Group and Bank will review then-current new credit card account solicitation marketing materials (advertised no later than the two months immediately preceding the benchmarking) and evaluate whether the Program, in view of the assessment categories is better or at least equal in eighty percent (80%) of the assessment categories listed as compared to the assessment categories for the other colleges and/or universities. The parties acknowledge and agree that any test and/or other unique marketing campaigns for the Program and/or for any of the other colleges and universities credit card programs reflected on Schedule C shall not be used to evaluate or benchmark whether the Program is Best in Class. For the sake of clarity, the unique marketing excluded from the scope of Best in Class evaluations may include, for example, terms and features that may be better than the Program, because of other value, benefit or compensation reductions agreed to between Bank and the applicable college and/or university.

(e) Subject to subsection (d) above, Bank will ensure that annual fees disclosed in new account acquisition in the Best in Class assessment marketing channels will be equal to or

lower than the annual fees assessed on comparable types of credit card accounts for the other colleges and/or universities included in the Best in Class assessment categories. For the sake of clarity, this provision does not mean that Bank is prohibited from disclosing and/or assessing annual fees on certain types of Credit Card Accounts (e.g., Stanford Miles Accounts will be charged annual fees), but rather it is intended to mean that Bank agrees that the Program Credit Card Accounts will not be the only endorsed colleges and/or universities program where Bank is charging annual fees on comparable types of credit card accounts.

(f) In the event that Bank fails to meet the Best in Class standards, as such may be amended in accordance with the terms of this Agreement, for a period of two consecutive six (6) month periods, for such failures in said twelve month period, Bank agrees to pay SAA a payment of \$10,000.00 to be used by Group to fund an alumni association function or activity; including but not limited to, a scholarship or internship. Such payment shall be made by Bank to SAA along with the next scheduled payment in accordance with terms on Schedule B. In the event no payments are due or owed by Bank to SAA, Bank shall pay SAA within forty-five (45) days of the second six (6) month period as noted herein.

12. TERMINATION

(a) Except for material breaches by Bank related to the service standards or the Best in Class standard as described below in subsection (h), in the event of any material breach of this Agreement by Bank, on the one hand and the Group or Stanford University, on the other, the aggrieved party may terminate this Agreement by giving notice, as provided herein, to the breaching party. Without limiting the generality of the foregoing, a breach of Section 2(h) shall be deemed a material breach of this Agreement. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either Bank or Stanford University becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, Bank shall, in a manner consistent with Section 12(e) of this Agreement, cease to use the Trademarks. Bank agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, Bank may conclude all solicitation that is required by law, including without limitation sending prescreen pre-approvals and responding to Member applications, provided, however, the form of such solicitations which, if not previously obtained shall be subject to the Group's prior written consent per Section 2(h) which shall not be unreasonably withheld, conditioned or delayed.

(d) Bank shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by the Group to the Members. Such approval shall not be unreasonably withheld or delayed. The Group shall have the right of prior review and approval of any notice in connection with, relating to or referring to the termination of this Agreement to be communicated by the Bank to the Customers. Such approval shall not be unreasonably withheld or delayed.

(e) Upon termination of this Agreement, neither the Board of Trustees of the Leland Stanford Junior University, nor Group shall attempt to cause the removal of Stanford University's identification or Trademarks from Customer's credit devices, checks or records existing as of the effective date of termination of this Agreement. Notwithstanding the foregoing, if the Group pays Bank \$5.00 per Credit Card Account to cover the costs of re-issue, Bank agrees that, within one hundred twenty days (120) following the effective date of termination of this Agreement, it shall issue card plastics not bearing any Trademark as replacements for all outstanding and prospective Program card plastics which bear a Trademark.

(f) Bank understands and acknowledges that the Trademarks are the property of The Board of Trustees of the Leland Stanford Junior University. Any and all right in and to the Trademarks not herein specifically granted to Bank are reserved to The Board of Trustees of Leland Stanford Junior University, subject to the provisions of this Agreement. Except as otherwise provided in Sections 12(d) and 12(e), immediately upon the termination of this Agreement, all rights granted by the Group to Bank in and to the use of the Trademarks shall cease, and all such rights shall revert to The Board of Trustees of the Leland Stanford Junior University. From and after the termination of this Agreement, Bank shall have no further right to market any product using any Trademark, or to further utilize any promotional materials containing any Trademark.

13. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

(b) The obligations in this Section 13 (b), Sections 3(e) (last sentence), 4(b), 4 (c) (last sentence), 7, 9 (b), 9(g), 12(d), and 12(e) shall survive any termination of this Agreement.

(c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or

unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to SAA or Stanford University:

Stanford Alumni Association
326 Galvez Street
Stanford, California 94305

ATTENTION: Mr. Howard Wolf, President

Fax #: (650) 723 0020

(2) If to DAPER or Stanford University:

STANFORD DEPARTMENT OF ATHLETICS, PHYSICAL
EDUCATION AND RECREATION
Arrillaga Family Sports Center
641 Campus Drive
Stanford, California 94305

ATTENTION: Mr. Robert Bowsby, Athletic Director

Fax #: 650 725-8642

(3) If to Bank:

FIA CARD SERVICES, N. A.
Wilmington, Delaware 19884-0036

ATTENTION: Contract Administration

Fax #: (302) 432-1821

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement.

Bank may utilize the services of any third party in fulfilling its obligations under this Agreement; provided, however, that any such third party complies with the confidentiality provisions.

(h) Bank, on the one hand and the Group and Stanford University, on the other, are not agents, representatives or employees of each other and neither shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than the Group, Stanford University and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(l) Neither party may assign or transfer any of its rights or obligations under or arising from this Agreement without the prior written consent of the other party; provided, however, that one party (the "Assigning Party") may assign or transfer, without the other party's consent, all of its rights and/or obligations under this Agreement: (1) to a subsidiary or an entity controlling, controlled by or under common control with the Assigning Party (an "Affiliate"); or (2) to a corporation or other entity (other than an Affiliate) pursuant to a merger, consolidation or in connection with a sale of all or substantially all the assets of the Assigning Party; and further provided that such Assigning Party, corporation or other entity assumes the obligations and responsibilities of the Assigning Party hereunder and has similar customer service orientation and standards as the assigning party. The license granted by Group herein shall automatically be transferred by Bank to the permitted successor upon permitted assignment of this Agreement by Bank.

(m) This Agreement shall be fully binding upon any permitted successor to, or any assignee of, any or all of the Assigning Party's assets or liabilities, regardless of the mechanism by which such succession or assignment is effected.

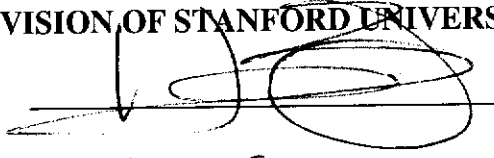
IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Agreement as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Agreement for and on behalf of such party.

**The Leland Stanford Junior University by
STANFORD ALUMNI ASSOCIATION,**

FIA CARD SERVICES, N.A.

A DIVISION OF STANFORD UNIVERSITY

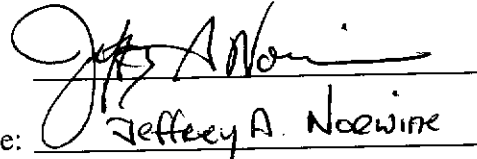
By:



Name: HOWARD WOLF

Title: VICE PRESIDENT FOR ALUMNI AFFAIRS

By:

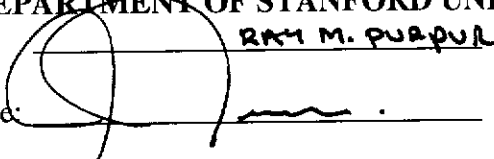


Name: Jeffrey A. Noewine

Title: SVP

AND,
STANFORD DEPARTMENT OF ATHLETICS,
PHYSICAL EDUCATION AND RECREATION,
A DEPARTMENT OF STANFORD UNIVERSITY

By:



Name: RAY M. PUAPUR

Title: DEPUTY ATHLETIC DIRECTOR

SCHEDULE A

SERVICING STANDARDS

Measures:

1) Average Speed of Answer (ASA): Monitors the speed to answers of all answered call serviced by the designated phone queue from the time the call is received until the time the call is answered. Voice Recognition Unit (VRU) timeliness and call duration are not included. If the call is answered by the VRU, ASA will be measured from the time the Customer exits the VRU until a Bank representative answers.

Service Target: 60 seconds or less.

2) Initial Call Resolution (72 Hour Call Back): Monitors the number of phone contacts between Bank and Customers and is aimed at reducing the number of phone transfers and preventing more than one phone contact to Bank for the same Customer issue.

Service Target: 87% issue resolution during Customer's first call to Bank.

SCHEDULE B

PAYMENTS

A. Subject to the terms of this Agreement (including Section 5, and Section B and C below, as consideration for the rights granted to Bank in this Agreement and the marketing rights described in Section 2(n), Bank shall pay SAA the following amounts in accordance with the following payment schedule:

<u>Contract Year(s)</u>	<u>Due Dates</u>	<u>Amounts</u>
1	March 31, 2009	\$250,000.00
	June 30, 2009	\$250,000.00
	September 30, 2009	\$250,000.00
	December 31, 2009	\$250,000.00
2	March 31, 2010	\$250,000.00
	June 30, 2010	\$250,000.00
	September 30, 2010	\$250,000.00
	December 31, 2010	\$250,000.00
3	March 31, 2011	\$250,000.00
	June 30, 2011	\$250,000.00
	September 30, 2011	\$250,000.00
	December 31, 2011	\$250,000.00
4	March 31, 2012	\$250,000.00
	June 30, 2012	\$250,000.00
	September 30, 2012	\$250,000.00
	December 31, 2012	\$250,000.00
5	March 31, 2013	\$250,000.00
	June 30, 2013	\$250,000.00
	September 30, 2013	\$250,000.00
	December 31, 2013	\$250,000.00
6	March 31, 2014	\$250,000.00
	June 30, 2014	\$250,000.00
	September 30, 2014	\$250,000.00
	December 31, 2014	\$250,000.00
7	March 31, 2015	\$250,000.00

June 30, 2015	\$250,000.00
September 30, 2015	\$250,000.00
December 31, 2015	\$250,000.00

B. Subject to the terms of this Agreement, including Section 5 and C below, each payment is expressly subject to the following statements being true as of the end of the quarter to which the payment relates: (i) the Group shall not be in breach of this Agreement; (ii) SAA and DAPER shall have provided the Bank with the marketing opportunities as described in Section 2(k); and (iii) this Agreement shall still be in full force and effect. If one or any of these conditions are not true, Bank shall have no payment obligations with respect to such quarter or any subsequent quarter where any one of these conditions are not true.

C. For the purpose of netting Open Credit Card Accounts against the Guarantee Amount and the annual amounts to be paid to SAA under this Agreement, \$8.75 shall be earned by SAA for each Open Credit Card Account that is deemed to be part of the Program on the last day of each calendar quarter per Contract Year (a total of \$35.00 per Open Credit Card Account that is deemed part of the Program per Contract Year). For the sake of clarity, Bank shall have no obligation, subject to terms and conditions described above in Paragraph B and in Section 5 of the Agreement, to make payments to SAA above and beyond the Guarantee Amount.

SCHEDULE C

BEST IN CLASS

As of the Effective Date, Group and Bank agree that the credit card account terms and features and peer schools identified in the attached grid will be used for the Best in Class comparison:

Assessment Categories:

1) New Account Acquisition (direct mail and online)

- Introductory Rate
- Duration of Intro Rate
- Go-To Rate
- Late Fees
- Overlimit Fees
- Annual Fee
- Balance Transfer Fee
- Grace Period
- Default Rate

2) Rewards

- School-Specific Redemptions
- Domestic Flight Redemption
- Recognition/Enhancements for High-Spend Cardholders
- 1-to-1 Conversion of Plus Miles cardholders
- Bonus Points for Spending
- Ability to Redeem Points for Contributions

Colleges and/or Universities (having endorsed credit card programs with Bank) to be used for benchmarking:

- Stanford
- Cal-Berkeley
- USC
- UCLA
- Penn
- Princeton
- Brown
- Dartmouth

SCHEDULE D

SAA and DAPER REWARDS

- **Social**
 - **Backstage at Lively Arts:** Includes two tickets and passes to any Stanford Lively Arts performance
 - **Ultimate Reunion:** Stay on the Farm during your Reunion weekend. This special package includes two nights lodging on campus, Reunion registration fees, and two tickets to the Stanford Football game.
 - **Weekend at Stanford Sierra Camp:** Come to Sierra Camp for a weekend of food and wine tasting with other Stanford alumni
 - **Stanford Sweatshirt:** Show your Cardinal spirit in a new Stanford sweatshirt
- **Athletic**
 - **Ball or Bat Kid for a Day:** You and your child can be on the field at a Stanford Football or Baseball game as your child is an honorary ball or bat kid. Your child will receive a ball autographed by Stanford players
 - **Stanford Basketball Experience:** Four tickets to a sold-out home Stanford Men's Basketball game. Participate in the half-time fan competition. Bring home the game ball autographed by Stanford players
 - **Stanford Football Experience:** Go on the field for the pre-game coin toss and enjoy the game in your sideline seats. Take home the game ball autographed by Stanford players
- **Academic**
 - **Autographed book by Stanford faculty or alumni:** Receive a book autographed by the author
 - **Front Row Seats at a Stanford lecture:** Reserved seating at an on campus lecture

SCHEDULE E

SAA AND DAPER TRADEMARKS



SCHEDULE F

(See Attached W-9-PDF)