

**SECOND AMENDED AND RESTATED
AFFINITY AGREEMENT
THE UNIVERSITY OF SCRANTON**

This Agreement is entered into as of this 1st day of August, 2013 (the "Effective Date") by and between FIA Card Services, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and The University of Scranton, an educational institution having its principal place of business in Scranton, Pennsylvania ("University"), for themselves and their respective successors and assigns.

WHEREAS, University and Bank are parties to that certain Amended and Restated Affinity Agreement dated July 19, 2006, as the same may have been amended ("Original Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of University; and

WHEREAS, University and Bank mutually desire to amend and restate the Original Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, University 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:

"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.

"Agreement" means this affinity agreement and Schedules A through B.

"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.

"Contract Year" means the consecutive twelve (12) month period following the Effective Date and each consecutive twelve (12) month period following the anniversary of the Effective Date during the term of the Agreement.

"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. A **"Student Credit Card Account"** is a Credit Card Account opened through an application coded by Bank as a student application

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

“Financial Service Product” means any credit card program, charge card program, debit card program, installment loan program, revolving line of credit or loan program, deposit program, travel and entertainment card program or the functional equivalent of any such product, and any other financial service programs or products.

“GIP Account” means a Credit Card Account opened pursuant to a GIP in which University complies with the GIP provisions of this Agreement.

“Group Incentive Program” or **“GIP”** means any credit card marketing or program whereby University conducts and funds solicitation efforts for credit card products offered under the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

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

“Marketing List” means an updated and current list (in a format designated by Bank) containing non-duplicate names with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen years of age, segmented by zip codes or other mutually selected membership characteristics.

“Member” means (i) alumni of the University, (ii) members of University’s alumni association, and/or (iii) other potential participants mutually agreed to by University and Bank.

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

“Premium Reward Enhancement” means a premium Reward Enhancement as provided through Bank and offered as part of the Program. A Premium Reward Enhancement may be marketed under a name (e.g., BankAmericard Cash Rewards™), as determined by Bank from time to time, in its sole discretion.

“Premium Reward GIP Account” means a Premium Reward Account opened pursuant to a GIP in which University complies with the GIP provisions of the Agreement.”

“Program” means those programs and services, and the promotion thereof, of the Financial Service Products Bank agrees to offer pursuant to this Agreement to the Members from time to time.

“Program Trademarks” means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark developed either jointly or by either party (including its Affiliates) during the term of this Agreement and used to promote or identify products or services offered by Bank through the Program. Program Trademarks may but need not necessarily consist of a University Trademark, with or without other elements.

“Qualifying GIP Account” means a new GIP Account, Reward GIP Account, or Premium Reward GIP Account which remains open for at least ninety (90) consecutive days and which is

utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's, Reward GIP Account's or Premium Reward GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.

"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.

"Reward GIP Account" means a Reward Account opened pursuant to a GIP in which University complies with the GIP provisions of the Agreement.

"Royalties" means the compensation set forth in Schedule A.

"University Affiliate" means any Affiliate of University.

"University Trademarks" means any design, image, visual representation (including any font), logo, service mark, trade dress, trade name, or trademark used or acquired by University or any University Affiliate prior to or during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF UNIVERSITY

- (a) University agrees that during the term of this Agreement it will endorse the Program, as that term and the definition of "Member" is limited and defined in the definitions section above, exclusively and that neither University nor any University Affiliate will, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) license, allow others to license, or use or allow to exist the use by others of the University Trademarks in relation to or for promoting any Financial Service 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 its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than Bank relating to the Program. In addition, if University or any University Affiliate sells any product or service, in connection with such sales, University shall not, and shall cause University Affiliates not to, favor any payment product or method of payment over any payment product or method of payment offered under the Program. Notwithstanding anything else in this Agreement to the contrary, University may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by University of said financial institution or advertising for a Financial Service Product.

Specifically, the parties have agreed that the exclusivity provided in this Agreement for Financial Service Products shall not prohibit University's existing and ongoing relationships with banks and financial institutions other than Bank ("Third Party Financial Institutions") for the following types of operations, transactions, or services for the benefit of the faculty, students and staff and the day to day administrative operations of University:

- (i) The operation of on-campus automated teller machines;
- (ii) The issuance of University student identification cards referred to as the Royal Card with debit functionality;
- (iii) The offering of checking or savings accounts, and other financial services to faculty, students and staff;
- (iv) The offering of 403(b) or other forms of employee retirement accounts to faculty or staff;
- (v) The offering of mortgage programs to faculty or staff or student loan programs to students and their families;
- (vi) The use of Third Party Financial Institutions for cash management investment or other financial services relating to the assets and liabilities of University, including, but not limited to the management of University's endowment assets.

Notwithstanding anything else in this Agreement, Bank agrees that none of the foregoing relationships or transactions for such Third Party Financial Institutions, or any successors to or contractual replacements for such Third Party Financial Institutions shall be deemed a breach of this Section 2(a).

- (b) University agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (c) University authorizes Bank to solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, telephone or any other means for participation in the Program. Notwithstanding the foregoing, nothing contained herein shall prohibit or prevent Bank from fulfilling a University student's request for a Financial Service Product under the Program.
- (d) University will have the right of prior approval of all Program advertising and solicitation materials to be used by Bank that contain a University Trademark; such approval will not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change in the University Trademarks that has been requested by University (e.g., the cost of reissuing new credit cards), Bank may deduct such costs from any Royalties due University. In the event such costs exceed Royalties then due University, if requested by Bank, University will promptly reimburse Bank for all such costs.
- (e) At least once annually and within thirty (30) days following the request of Bank, University will provide Bank with the Marketing List free of any charge; provided, however, that University will not include in any Marketing List the name and/or related information regarding any Member who has expressly requested that University not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by University or its agents for an initial Marketing List or an update to the Marketing List, Bank may deduct such costs from Royalties due University. University will provide the first Marketing List, containing the required information for at least forty thousand (40,000) non-duplicate Member names, as soon as possible but no later than thirty (30) days after University's execution of this Agreement.

- (f) University will, and will cause any University Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with Bank's prior written approval, except for current advertising and solicitation materials provided by Bank to University. Notwithstanding the above, University may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by Bank to University. Any correspondence received by University that is intended for Bank (*e.g.*, applications, payments, billing inquiries, etc.) will be forwarded to the Bank account executive via overnight courier within twenty-four (24) hours of receipt. All reasonable overnight courier expenses incurred by University will be paid by Bank.
- (g) University hereby grants Bank and its Affiliates a limited, exclusive license to use the University Trademarks with the Program. This license transfers to the assignee of this Agreement. This license will remain in effect for the duration of this Agreement and will apply to the University Trademarks, notwithstanding the transfer of such University Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. University will provide Bank all University 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 University's execution of this Agreement. Nothing stated in this Agreement prohibits University from granting to other persons a license to use the University Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products of the type set forth in this Agreement and defined in the Program.
- (h) All Program Trademarks, with the exception of Program Trademarks that consist of or contain a University Trademark, with or without other elements, shall belong exclusively to Bank and Bank may use such Program Trademarks in any manner not prohibited by this Section 2(h). University may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program. University shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any University Trademark. Bank may use Program Trademarks that contain University Trademarks to promote or identify the Program and any products or services offered by Bank through the Program at no cost to Bank, but only during the term of this Agreement.

3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank will design, develop, maintain, and administer the Program for the Members and in compliance with applicable laws.
- (b) Bank will design all advertising, solicitation, and promotional materials used in the Program except for materials used in any University Marketing Effort. Bank reserves the right of prior written approval of all materials concerning or related to the Program that may be developed by or on behalf of University.
- (c) Bank will bear all costs of producing and mailing materials for the Program except for materials used in any University Marketing Effort.
- (d) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of University.

- (e) Bank will use the Marketing Lists provided pursuant to this Agreement in a manner consistent with this Agreement and will not permit those entities handling the Marketing Lists to use them for any other purpose. Bank will have the sole right to designate Members on these Marketing Lists to whom promotional material will be sent. These Marketing Lists are and will remain the sole property of University. However, Bank may maintain separately and will own all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's files and will 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 University.
- f) Subject to applicable law and regulation, Bank has the right to place University 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. University has the right to prior approval of the use and appearance of the University Trademarks used on such materials pursuant to Section 2(d), but grants Bank the right to use approved materials at Bank's discretion. 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 University or a University Affiliate for such gifts or premiums. University waives such payments from any third party(ies) (and/or agrees to cause the recipient(s) of such payments to waive such payments), and will take (and/or will 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 Royalties.

4. REPRESENTATIONS AND WARRANTIES

- (a) University and Bank each represents and warrants to the other party 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) 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 negotiation, 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) University represents and warrants to Bank as of the date hereof and throughout the term of this Agreement and any period thereafter that Bank has the right to use the University Trademarks to

wind down the Program that it has the right and power to license University Trademarks to Bank for use as contemplated by this Agreement, and to provide the Marketing List(s) to Bank for the promotion of the Program. University will indemnify, defend and hold harmless Bank, and its directors, officers, agents, employees, Affiliates, successors and assigns, from and against all liability, causes of action, and claims, and will reimburse Bank's costs, fees and expenses in connection therewith (including reasonable attorneys' fees and court expenses), arising from the license of University Trademarks granted herein, or from Bank's use of the University Trademarks in reliance thereon, or from the use of any Marketing List(s) by Bank for the Program. Each party will promptly notify the other party upon learning of any claims or complaints relating to the license or the use of any University Trademarks or Marketing Lists.

- (c) University and Bank each will indemnify and hold harmless the other party, its directors, officers, agents and employees, affiliates, insurers, successors, and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith resulting from the material breach of this Agreement by University or Bank, respectively as the case may be, or its directors, officers or employees. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

5. ROYALTIES

- (a) During the term of this Agreement, Bank will pay Royalties to University. Royalties will not be paid until a Schedule B (W-9 Form and ACH Form) or other IRS required form (e.g., W-8) is fully completed and returned to Bank. Except as otherwise provided in Schedule A, payment of Royalties then due will be made approximately forty-five (45) days after the end of each calendar quarter.
- (b) The parties agree that as of the Effective Date, Bank will not pay Royalties to University for any Student Credit Card Accounts, however, pursuant to the trademark license granted by University to Bank pursuant to this Agreement, Bank will have the right to use the University Trademarks on all Financial Service Products offered under the Program during the term of the Agreement.
- (c) If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined by Bank in its sole discretion ("Impact"), then Bank may notify University in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after University's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate the Agreement, without penalty or liability to University, upon ninety (90) days advance written notice.

6. PROGRAM ADJUSTMENTS

Bank has the right to make periodic adjustments to the Program, including, without limitation, changes to its terms and features. In addition, Customers may be offered, as a benefit under the Program, opportunities to select other ancillary products and services.

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 University will be permitted to disclose such Information (i) to their accountants, lawyers, financial advisors, marketing advisors, affiliates and employees (its “Agents”) as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner or (ii) as required by law or requested by any governmental regulatory authority. Notwithstanding the foregoing, the party disclosing Information to its Agents shall be liable for any breach of this Section 7 by their Agents.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on July 31, 2018. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) and not more than one hundred eighty (180) days, prior to the end of the then current term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

This Agreement will be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and will be deemed for all purposes to be made and fully performed in Delaware.

10. TERMINATION

- (a) In the event of any material breach of this Agreement by Bank or University, the other party may terminate this Agreement by giving notice to the breaching party. This notice will (i) include a description of 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 will terminate sixty (60) days after the Cure Period.
- (b) If either Bank or University becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it 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 the expiration or earlier termination of this Agreement, Bank will, except as set forth in Section 10(d) of this Agreement, cease to use the University Trademarks for Program marketing purposes, provided that Bank may conclude all solicitations required by law. Upon the expiration or earlier termination of this Agreement, Bank will not claim any right, title, or interest in or to the University Trademarks or to the Marketing Lists.

- (d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by University or any University Affiliate to the Members. Such approval will not be unreasonably withheld. Upon expiration or earlier termination of this Agreement, Bank will have up to ninety (90) calendar days from the termination or expiration date to: (i) suspend marketing and remove marketing materials from Bank's marketing channels; (ii) use University Trademarks in connection with existing Credit Card Accounts and those opened during such ninety (90) day period; and (iii) remove University Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. University shall not attempt to cause the removal of University Trademarks from any person's credit devices, checks or records of any Customer existing as of ninety (90) days following the termination or expiration date of this Agreement, and Bank shall have the right to use University Trademarks on such credit devices, checks and records until their normally scheduled reissue date or exhaustion.
- (e) In the event that Applicable Law has or will have a material adverse effect on Bank's businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined in Bank's sole discretion ("Event"), Bank may notify University in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after University's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate the Agreement, without penalty or liability to University, upon ninety (90) days advance written notice.
- (f) For a one (1) year period immediately following the expiration or earlier termination of this Agreement for any reason, University agrees that neither University, nor any University Affiliate will, by itself or in conjunction with others, directly or indirectly, target any offer of a Financial Service Product or a related product to persons who were Customers. Notwithstanding the foregoing, University may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another financial service program endorsed by University, provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further that persons are not directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Members.

11. GROUP MARKETING

- (a) University will design and produce, at its expense, all marketing material with regard to any Program marketing efforts being conducted, directly or indirectly, by University, including, but not limited to, any GIP ("**University Marketing Effort**"). University will give Bank sixty (60) days prior notice prior to engaging in any University Marketing Effort.
- (b) All GIP marketing materials will be coded by University as instructed by Bank for tracking purposes. Credit Card Accounts generated from any GIP will entitle University to the Royalty for GIP specified in Schedule A, subject to the other terms and conditions of this Agreement. Notwithstanding the above, marketing materials or telemarketing inquiries from Members which do not contain or reference such coding will not be eligible for any GIP Royalty.

- (c) Bank will have the right of prior approval of all marketing materials to be used in any University Marketing Effort. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any University Marketing Effort. In furtherance of the above, University shall immediately discontinue any or all University Marketing Efforts upon receipt of, and in accordance with, the written notice from Bank requesting such discontinuance. University will not deviate from the approved materials and plan for any University Marketing Effort without the prior written approval of Bank.
- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any University Marketing Effort or of supporting any University Marketing Effort will be promptly reimbursed by University upon demand.
- (e) University will comply with all applicable laws, including, without limitation, the Truth in Lending Act, and the Equal Credit Opportunity Act, with respect to any University Marketing Effort.
- (f) University will advertise all the products offered under the Program on University's alumni home page, account profile pages and such other prominent locations within the internet site(s) of University as the parties shall mutually agree upon, all at University's expense. Bank may establish a hyperlink from each such advertisement to another internet site (an application site), or may provide a telephone number in each such advertisement, to enable a person to apply for each advertised Financial Service Product. Any Credit Card Accounts generated pursuant to such a hyperlink or telephone number will entitle University to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. University will modify or remove such advertisements within one (1) business day of Bank's request. To enable Bank to view all Program material, University will provide Bank with the ability to access any and all pages within the University internet site(s), including without limitation any "members only" or other restricted access pages that display Program material.

12. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 2(h), 4(b), 7, 10(c), 10(d), 10(f) and 11(e) will survive the expiration or any earlier termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement will 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 is, for any reason, found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein and the parties hereto shall immediately commence negotiations in good faith to reform this Agreement to make alternative provisions

herein that reflect the intentions and purposes of the severed provisions in a manner that does not run afoul of the basis for such unenforceability or invalidity.

- (f) All notices relating to this Agreement will be in writing and will 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 will be addressed as follows:

- (1) If to University:

The University of Scranton
800 Linden Street
Scranton, Pennsylvania 18510

ATTENTION: Vice President for University Advancement

Fax #: (570) 941-6351

With a copy to :

The University of Scranton
800 Linden Street
Scranton, Pennsylvania 18510

ATTENTION : General Counsel

Fax # : (570) 941-6470

- (2) If to Bank:

FIA Card Services, N. A.
MS DE5-003-01-07
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Contract Administration

Fax #: (302) 432-3702

- (3) Any party may change the address and fax number 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, subject to the survival provisions outlined in Section 15(b), and any letter extensions thereof. Without the prior written consent of Bank, which will not be unreasonably withheld, University may not

assign any of its rights or obligations under or arising from this Agreement. Bank may not assign or transfer any of its rights or obligations under or arising from this Agreement without the prior written consent of University, which will not be unreasonably withheld; provided however, that Bank may assign, without consent, any of its rights or obligations under this Agreement:

- (i) to any individual, corporation or other entity (other than any Bank Affiliate) pursuant to a sale (other than a sale as described in subsection (ii), below) as long as such prospective buyer has substantially similar customer satisfaction standards as Bank; or
- (ii) to any individual, corporation or other entity (other than any Bank Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of Bank; or
- (iii) to any Bank Affiliate.

Bank may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through Bank's Affiliates.

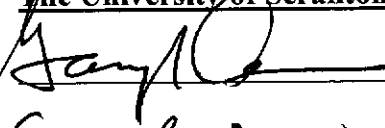
- (h) Bank and University are not agents, representatives or employees of each other and neither party will have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.
- (i) Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any person other than University and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) Neither party shall make any statement, whether written, oral or otherwise, to any person or entity which criticizes, disparages, condemns or impugns the reputation or character of the other or any of its Affiliates, whether or not the statement is true and whether or not it is characterized as confidential.
- (k) Neither party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, strike, embargo, government laws, rules, regulations or requirements, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed party ("force majeure condition"). The non-delayed party shall have the right to terminate this Agreement if such force majeure condition endures for more than one hundred twenty (120) days by providing the delayed party with least thirty (30) days prior written notice of such termination, which notice must be received by the delayed party within ten (10) days after the expiration of the one hundred twenty (120) day period.
- (l) This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties hereto agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.

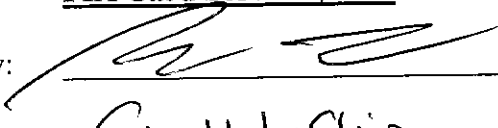
(m) This Agreement is the product of negotiations between the parties hereto and their respective counsel. No provision or section of this Agreement shall be read, construed or interpreted for or against either party by reason of ambiguity of language, rule of construction against the draftsman, or any similar doctrine.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

The University of Scranton

FIA Card Services, N.A.

By: 

By: 

Name: GARY R. OLSEN

Name: GARETT LECLAIR

Title: VP-UNIVERSITY ADVANCEMENT

Title: SVP

Date: 11/7/12

Date: 12/2/13

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay University a Royalty calculated as follows for those accounts with active charging privileges. For clarity, Royalties will not be paid for Student Credit Card Accounts. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

A. CREDIT CARD ACCOUNTS

1. \$3.00 (three dollars) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$100.00 (one hundred dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD ACCOUNTS

Reward Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts will not apply to Reward Accounts.

1. \$3.00 (three dollars) for each new Reward Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Reward Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back

request, or otherwise disputed. This Royalty will not be paid for any account which, after opening, converts to a Reward Account, or for any Reward GIP Account.

2. \$3.00 (three dollars) for each Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).
4. \$100.00 (one hundred dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. PREMIUM REWARD ACCOUNTS

Premium Reward Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts will not apply to Premium Reward Accounts.

1. \$3.00 (three dollars) for each new Premium Reward Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Premium Reward Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any account which, after opening, converts to a Premium Reward Account, or for any Premium Reward GIP Account].
2. \$3.00 (three dollars) for each Premium Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Premium Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Premium Reward Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Premium Reward Account may renew every twelve (12) months after the opening of the account.
3. 0.05% (five basis points) of all retail purchase transaction dollar volume generated by Customers using a Premium Reward Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions,

and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

4. \$100.00 (one hundred dollars) for each Premium Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Premium Reward GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Premium Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. QUALIFYING GIP ACCOUNT BONUS

1. For each Contract Year during the term of this Agreement, University will receive an account bonus ("Qualifying GIP Account Bonus") equal to five thousand dollars (\$5,000) if fifty (50) or more GIP Accounts, Reward GIP Accounts and/or Premium Reward GIP Accounts opened in a Contract Year become Qualifying GIP Accounts.
2. For the purpose of counting the aggregate number of Qualifying GIP Accounts for a Contract Year, FIA shall include:
 - (i) GIP Accounts, Reward GIP Accounts and/or Premium Reward GIP Accounts that are opened in a Contract Year that become Qualifying GIP Accounts in the same Contract Year, and
 - (ii) GIP Accounts, Reward GIP Accounts and/or Premium Reward GIP Accounts that are opened in a Contract Year that become Qualifying GIP Accounts in the first quarter of the next Contract Year.
3. Payments made (if any) under this Section D will be made one hundred thirty-five (135) days after the end of the applicable Contract Year.
4. Notwithstanding anything contained in this Agreement to the contrary, any obligations of Bank to pay any Qualifying GIP Account Bonus pursuant to this Section D for a given Contract Year shall be expressly contingent upon the Agreement having been in full force and effect for the entire Contract Year.

SCHEDULE B
(Insert W-9)