

Cooperation Agreement

This Cooperation Agreement (“Agreement”), dated as of July 1, 2017, is by and between The Pennsylvania State University, a state-related institution and instrumentality of the Commonwealth of Pennsylvania subject to the Pennsylvania nonprofit corporation laws (the “University”) and the Penn State Alumni Association, a Pennsylvania nonprofit corporation (“PSAA”).

Recitals

WHEREAS, the mission of PSAA is to connect alumni of the University to the University and to each other, to provide valued service to members of PSAA and to support the University’s mission of teaching, research and service;

WHEREAS, in the execution of its mission, PSAA provides various services that benefit the University and its alumni;

WHEREAS, in recognition of such benefits, the University provides certain support services to PSAA and the parties wish to continue to cooperate with each other for their mutual benefit in accordance with the terms and conditions hereof;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties agree as follows:

1. **PSAA Obligations.** During the term, PSAA shall offer and provide various services (collectively and individually, “Alumni Relations Services”) in order to benefit the University and its alumni, including but not limited to programs, initiatives and activities that:
 - a. Engage alumni in service to the University on multiple fronts;
 - b. Recognize and honor the University’s high achieving alumni;
 - c. Encourage friends of the University to engage more fully with the University;
 - d. Stimulate, engage and support students, particularly those who are student members of PSAA and its student-alumni service organizations;
 - e. Support the recruitment of students to the University under the auspices of appropriate University administrative offices, such as alumni admissions and Lions Roar;
 - f. Support the University’s legislative agenda through legislative education and advocacy;

- g. Support the University's communications, marketing and branding efforts in such manner as mutually agreed upon by the parties;
- h. Support the University's mission and goals;
- i. Communicate the University's mission and achievements to its alumni and friends;
- j. Support the University's fundraising endeavors; and
- k. Comply with rules established by the NCAA, the Big Ten Conference and any other applicable governing body as it relates to alumni groups.

2. **University Obligations.**

- a. **Staffing.** The University shall employ alumni relations staff who will be directly assigned to PSAA in carrying out programs of shared interest to PSAA and the University. All such employees ("PSAA Staff") shall be under the direction and supervision of the University's Associate Vice President for Alumni Relations, who shall be appointed by the University in consultation with PSAA's governing board ("Alumni Council"), and who shall also act as PSAA's Chief Executive Officer (in such capacity, the "CEO").
 - i. The University reserves the right to make all decisions relating to the compensation, performance, hiring, continued employment and termination of all PSAA Staff, including the CEO; provided, however, that the University shall not terminate the CEO without consultation with the Executive Board of the Alumni Council and the Executive Board of the Alumni Counsel shall not take any action to remove the CEO from his position as such without prior consultation with the Vice President for Development and Alumni Relations. PSAA Staff shall be subject to all University policies, procedures and rules applicable to, and shall have the rights and responsibilities afforded to, University employees generally.
 - ii. As part of the University's annual budgeting process, the University shall make reasonable efforts to inform the PSAA prior to the start of the University's fiscal year of the total funds available from the University to pay salary and benefit costs for PSAA Staff for the next succeeding fiscal year. PSAA may request that additional PSAA Staff be hired or retained by the University. Following the end of the applicable fiscal year, PSAA shall reimburse the University for the salary and benefit costs associated with such additional PSAA Staff in accordance with Section 13 below.

- iii. The University shall make reasonable efforts to provide the PSAA at least 30 days prior written notice of any prospective reduction of amounts previously appropriated to the PSAA pursuant to clause (ii) above. Amounts already incurred and paid on account of employee salary wages and benefit costs which has been reduced by the University may not be recouped.
 - iv. Salaries, wages and the cost of applicable benefits of all PSAA Staff shall be paid by the University, subject to reimbursement by PSAA, as appropriate, in accordance with this Agreement.
- b. **Space.** During the Term, the University shall make available to PSAA, at no charge to PSAA and for its use, the following office and other space (the "Space"):
- i. Primary use of the Hintz Family Alumni Center and its surrounding grounds (collectively, the "Hintz Center") in accordance with the provisions contained in the written documentation between the Hintz family and the University governing the use of the Hintz Center (the "Hintz Documentation"); provided, however, that the University shall have the right to use the Hintz Center, at agreed upon rates, to the extent that such use does not conflict with PSAA events or activities,
 - ii. Non-exclusive use of office space in the Bank of America Career Services building for PSAA Staff working in Alumni Career Services, and
 - iii. Non-exclusive use of office and clerical support space for PSAA Staff working in Donor and Member Services and/or in conjunction with the University's Career Services unit.

The University shall have the right to reallocate Space assigned to PSAA at its discretion, except with respect to the Hintz Center, for which the University shall only be permitted to reallocate space in accordance with the Hintz Documentation. In such event, the University shall designate such reallocated Space, and such space, will be reasonably comparable to the then existing Space occupied by PSAA. In all cases, the PSAA shall keep and maintain the Space and other equipment and supplies located in the Space in a good, clean, orderly, and safe condition subject to normal wear and tear; provided, however, the University shall, at all times, perform all required repairs to the Space on a timely basis and in a workmanlike manner. PSAA shall not make any alterations, additions, improvements or modifications to the Space without the prior written consent of the University.

- c. **Other Services.** The University shall provide services (including without limitation accounting, accounts payable/receivable services, auditing, treasury

services, cash management and banking services, mail service, communications and marketing, landscaping and snow removal of the Space, utilities, purchasing, investment and investment management, telephone services, internet services, risk management, IT services, custodial services, and maintenance) to PSAA in the manner provided to other academic and administrative units of the University. To the extent that the University charges PSAA for the delivery of any of such services as of the date of this Agreement, it may continue to do so at the rates and in the manner charged to administrative, academic and other units of the University from time to time. The University reserves the right to charge for any services with respect to which the University does not currently charge PSAA after not less than 12 months' notice to, and consultation with, the CEO.

- d. **Legal Services.** As a separate, independent organization, PSAA may retain and engage legal counsel as it deems appropriate. The University shall not provide legal services to PSAA; provided, however, the University agrees to have its legal counsel make itself available, upon the request of the PSAA who shall consult with and discuss with counsel to PSAA matters of mutual interest from time to time which may impact the PSAA, including, without limitation, matters involving insurance coverage, investigations, litigation, and similar matters. PSAA will cause its counsel to consult with University counsel with respect to First Amendment issues relating to the University and its alumni.
3. **University Name and Marks.** Use by PSAA of trademarks of the University shall be in accordance with a separate license and use agreement in the form attached as Exhibit A which shall include, among other things, the right of PSAA to use certain identified University's trademarks, service marks (collectively, "University IP") in PSAA's current and future operations, and the right of the PSAA to sublicense the University IP to third parties in the PSAA's affinity and other agreements.
4. **Ownership and Use of University Alumni Database.** The University shall own all records, data, and information relating to alumni of the University managed by PSAA staff (the "Database"). During the Term, PSAA shall have an unrestricted, royalty free right to access any information contained in the Database to use such information for purposes of its activities. With the prior written consent of the University, and for no charge whatsoever by the University to PSAA, PSAA may share portions of the Database with third parties in connection with the PSAA's operations or activities but shall not otherwise have the right to sell, rent or otherwise transfer the Database or any information contained therein to any third party for any purpose. All computers, servers, hardware, and software on which the Database resides shall be owned by the University and shall be maintained by the University. The University shall be responsible for providing data security and for all matters involving data security of such information in the Database. The University shall also be responsible for any and all other issues arising from the ownership and operation of the Database, including, without limitation, using commercially reasonable efforts to assure the confidentiality, accuracy, and completeness of the Database, implementing commercially reasonable safeguards to protect the Database, and addressing consequences in the event of a breach of the Database. PSAA shall have the right to derive information

from original information contained in the Database creating, for example, collections, subsets, improvements, modifications, adaptations, and translations of original information. Upon termination of this Agreement, the University shall provide a copy of the biographical and contact information of PSAA's current life and annual members contained in the Database.

5. Editorial Rights of PSAA Publications.

- a. As of the date of this Agreement, PSAA publishes and distributes the Penn Stater Magazine, the Football Letter, and Alumni Insider (collectively, "Current PSAA Publications") to University alumni and friends of the University. Additionally, PSAA, in its sole discretion, reserves the right to author, publish and distribute additional periodicals and materials, each of which shall be owned by and be published under PSAA's auspices, including using PSAA's intellectual property.
- b. The PSAA shall have complete, unrestricted editorial freedom to publish and distribute the Current PSAA Publications in furtherance of its mission, as well as other materials in the future on such dates, in such manner and in whatever media it deems appropriate, and shall at all times be permitted to maintain ownership rights in the copyrights and other intellectual property rights relating thereto.

6. PSAA's Ability to Enter into Merchandising/Affinity and Sponsorship Agreements.

- a. With the prior written consent of the University, PSAA may enter into and maintain business relationships with various third parties which may involve the use of the University IP in order to promote certain products and services of third parties and to enter into certain affinity relationships which utilize certain University IP for which the PSAA shall receive royalties and other consideration from such third parties.
- b. The University shall reasonably cooperate with the PSAA with respect to such existing and prospective sponsorship and affinity relationships.

7. Organizational Structure of PSAA

- a. PSAA is a Pennsylvania not-for-profit corporation and shall be governed according to its Second Restated Articles of Incorporation dated July 30, 1986, by its bylaws and such other policies, as shall be determined by PSAA. PSAA has a governing body, known as its "Alumni Council", consisting of members who are elected and appointed by its officers and shall be operated independently from the University at all times. PSAA shall at all times maintain tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986. At PSAA's option, PSAA's wholly owned subsidiary, PSAA Holding Corp. may remain in existence and shall have the purpose of addressing issues deriving from unrelated business taxable income and for such other purposes as shall be determined by PSAA.

- b. The CEO shall at all times (i) have the authority to designate one or more PSAA Staff to serve as PSAA's Treasurer and Secretary, consistent with the authority accorded to the CEO in the PSAA bylaws (ii) be an administrator of the University at an appropriate administrative level, and (iii) shall have a direct reporting relationship to the President of PSAA and its Executive Board and to the Vice President for Development and Alumni Relations of the University or his or her designee.
 - c. The CEO shall have authority to (i) enter into contracts as to PSAA matters as such may be delegated by the Executive Board of the PSAA to the CEO from time to time, (ii) retain the services of independent contractors on behalf of the PSAA, and (iii) subject to budgetary and human resources limitations, may hire and fire University employees assigned to PSAA in compliance with University policies, and to fulfill the needs of PSAA.
8. **Relationship of Colleges and Campuses with PSAA.** The University shall cause each University college and campus to assign at least one (1) University employee to support PSAA's alumni relations program and to work with its respective constituent society or affiliate groups of PSAA as appropriate. The president of each college and campus constituent society shall be as set forth in the PSAA bylaws from time to time (which presently designates such persons to be ex-officio, full voting members of the Alumni Council). To the extent determined by PSAA, PSAA shall provide financial and additional resources to the University's colleges and campuses for the execution of its alumni relations programs, including support for each constituent society. Such financial support provided shall be based in part on PSAA's members in such college/campus compared to the total population of such constituent group.
9. **Relationship with University President.** In order to foster a positive relationship between the University and PSAA, the University President, the Vice President for Development and Alumni Relations and the CEO shall meet at least once each calendar quarter to discuss matters of mutual interest between the parties.
10. **Management of Finances.**
 - a. **Membership dues and other revenues.** PSAA receives operating revenues from various activities, including dues paying membership programs, entrepreneurial activities and programs, corporate affinity partnerships, fundraising, income from invested endowments and endowment-like funds, and other appropriate initiatives. All membership dues and other revenues received from other sources (excluding donations and gifts to the University which have not been specifically and exclusively designated for the benefit of PSAA) shall be owned by PSAA and PSAA shall have full dominion and control over such revenues; provided, however, that, all such funds shall be collected, handled, retained, and otherwise managed in accordance with the University's and PSAA's policies and procedures; and provided further that to the extent that

University policies and procedures are inconsistent with PSAA policies and procedures, the University's policies and procedures shall be followed. All fundraising activities of PSAA shall be conducted under the auspices of the University and in accordance with all applicable University policies and procedures.

- b. **Funds.** PSAA may hold and invest endowment and endowment-like funds, including its Life Member Fund, Operating Reserve Fund, Margin of Excellence Fund and such other funds that may be designated, restricted and/or segregated by PSAA in the future, in such a manner as PSAA deems appropriate. PSAA shall determine spending rates applicable to such funds and may use income from the funds to support operational and other expenses of PSAA as permitted by law. At PSAA's request, the University will serve as custodian for PSAA funds at no charge to PSAA. All funds for which the University acts as custodian shall be collected, handled, retained, and otherwise managed by the University in accordance with the University's policies and procedures. Funds held by PSAA may be invested, reinvested or disbursed in such manner as may be determined by PSAA in its discretion.
 - c. **University Support.** Consistent with the Annual Budget (as defined in Section 13 below), the University will provide consulting and other advice, access to necessary systems and other operational support, as reasonably requested by PSAA. Such support shall be provided in accordance with University policies and procedures and in the manner provided to other academic and administrative units of the University. All such services shall be provided at no cost to PSAA.
11. **Access to Records and Reports.** PSAA shall provide the University with access to all of its books and records during normal business hours and upon reasonable notice for purposes of determining compliance with this Agreement and for audit purposes.
12. **Audited Financial Statements.** PSAA shall furnish or cause to be furnished to the University copies of its balance sheet and income statement for the year ended as soon as available but not later than 120 days after the end of each fiscal year, which shall be audited by a certified public accounting firm reasonably satisfactory to the University.
13. **Annual Budget.** The University shall establish, in accordance with its standard policies and procedures, an annual budget with respect to its financial and operational support of PSAA as set forth herein ("Annual Budget"). Each Annual Budget shall be prepared in consultation with PSAA and shall set forth the limits of the University's obligations with respect to the financial and other support to be provided to PSAA hereunder. To the extent that the actual cost of any such service provided by the University exceeds the amount budgeted therefor in any year during the Term, PSAA shall pay the amount of such excess to the University upon receipt of appropriate documentation from the University. The Annual Budget is intended to set forth the annual limitations on the University's support of PSAA and, except as set forth above, is not intended to serve as a

limitation on PSAA's use of its own funds or as a limitation on PSAA's ability to incur expenses in connection with its activities.

14. **Taxes.** PSAA shall be solely responsible for the payment of all federal, state and local taxes of any nature, including sales and use taxes, related to the PSAA's activities and for the preparation and filing of all tax returns required to be prepared and filed by the PSAA.
15. **Insurance.** The University shall provide insurance coverage for PSAA against such risks and in such amounts and upon such terms and conditions as the University shall reasonably determine. The University and PSAA shall periodically consult with one another as to the type and amount of such insurance coverage. The amount and type of such coverage shall be generally consistent with coverage provided with respect to other University related entities. In addition, the University shall provide insurance coverage for alumni chapters, interest groups and similar entities recognized by PSAA ("Affiliate Groups") against such risks and in such amounts and upon such terms and conditions as the University shall reasonably determine. PSAA shall reimburse the University for fifty percent (50%) of the cost of such Affiliate Group coverage, payable upon receipt of appropriate documentation from the University.
16. **Additional Rights.** The University acknowledges that PSAA may separately engage in legislative advocacy as permitted by Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
17. **Dispute Resolution.** In the event of any dispute, claim, or disagreement arising from or relating to this Agreement, the parties agree to use their best efforts to settle the dispute, claim, or disagreement by consulting and negotiating with each other in good faith and, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. Such best efforts shall include, at a minimum, two in person meetings between the President of the University, the Vice President for Development and Alumni Relations, the President of the Alumni Council, the CEO and such additional persons as shall be designated by each President. If the parties do not reach such solution within a period of thirty (30) days after the second of such meetings, then, the parties may take such action as either of them deem appropriate.
18. **Exclusivity.** Prior to a notice of termination delivered pursuant to Section 20 hereof, the University will not enter into any arrangement or understanding with any other organization with respect to Alumni Relations Services without the prior written consent of PSAA.
19. **Term and Termination.**
 - a. The term of this Agreement shall commence as of the date hereof and shall continue until terminated in accordance with the terms hereof (the "Term").
 - b. Either party may terminate this Agreement by giving written notice to the other party at least 24 months in advance of the date for termination set forth in such notice;

provided, however, that the University may terminate this Agreement immediately upon written notice to PSAA in the event that PSAA is not a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

- c. Within 30 days after the delivery of a notice of termination, the parties shall meet in person and confer with respect to a plan for an orderly wind-down of the parties' relationship, including provide for the payment of any amounts due to/from the PSAA as of the Termination Date.

20. Miscellaneous.

- a. **Independent Contractor Status.** This Agreement does not, and shall not be construed to, establish a joint venture, partnership, or agency relationship between the parties. In performance of the Alumni Relations Services hereunder, PSAA is and shall remain at all times an independent contractor. PSAA shall be entirely and solely responsible for PSAA's acts while engaged in the performance of the Alumni Relations Services. PSAA shall have no right to bind the University, transact any business in the University's name or on behalf of the University in any manner or form, or make any promises or representations on behalf of the University.
- b. **Notice.** Any notice required under this Agreement shall be in writing and shall be given, and be deemed to have been duly given, upon the date delivered, if delivered personally, or upon the date received, if mailed postage pre-paid by certified mail return receipt requested, in either case addressed to the address of the other party as indicated below, or to such other address as either party may designate in writing by notice.

If to PSAA:

Penn State Alumni Association
Chief Executive Officer
Hintz Family Alumni Center
University Park, PA 16802

If to the University:

The Pennsylvania State University
Vice President for Development and Alumni Relations
116 Old Main
University Park, PA 16802

- c. **Entire Agreement.** This Agreement contains the entire understanding with respect to the subject matter hereof and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter. No amendment, modification or alteration of the terms hereof shall be binding unless

the same be in writing, dated subsequent to the date hereof and executed by authorized representatives of PSAA and University.

- d. **No Assignment.** Neither PSAA nor the University shall assign any of its rights or duties hereunder without the prior written consent of the other party hereto.
- e. **Severability.** In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- f. **Governing Law; Venue.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws provisions. Following dispute resolution steps described in Section 17 hereof being taken, the parties agree that any controversy, claim, or dispute arising out of relating to this Agreement or the breach thereof shall be adjudicated in the Court of Common Pleas for Centre County, Pennsylvania, or the United States District Court for the Middle District of Pennsylvania.

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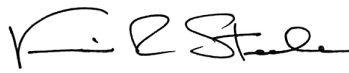
- g. **Non-Discrimination.** Both parties shall assure that any services provided pursuant to this Agreement are rendered without regard to race, color, ancestry, national origin, religion, creed, service in the uniformed services (as defined in state and federal law), veteran status, sex, sexual orientation, marital or family status, pregnancy, pregnancy-related conditions, physical or mental disability, gender, perceived gender, gender identity, genetic information or political ideas. PSAA agrees that it and its employees, subcontractor employees and volunteers have read University Policy AD85, found at the following website <https://guru.psu.edu/policies/AD85.html>, and agrees to comply with its provisions.

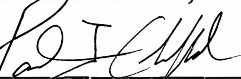
IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date set forth above.

THE PENNSYLVANIA STATE UNIVERSITY

By: 
Eric J. Barron, President

PENN STATE ALUMNI ASSOCIATION

By: 
Kevin R. Steele, President

By: 
Paul J. Clifford, Chief Executive Officer

TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT (this “**License Agreement**”), effective as March 15, 2018 (the “**Effective Date**”), is made by and between The Pennsylvania State University, a state-related institution and instrumentality of the Commonwealth of Pennsylvania subject to the Pennsylvania nonprofit corporation laws (“**Licensor**” or “**University**”), and the Penn State Alumni Association, a Pennsylvania nonprofit corporation (“**Licensee**”) (each a “**Party**” and together, the “**Parties**”).

RECITALS

WHEREAS, Licensor owns the trademarks and service marks set forth on Schedule 1 attached hereto (the “**University Marks**”);

WHEREAS, Licensee desires to use the University Marks in furtherance of Licensee’s mission to connect alumni of the University, to provide valued service to its members, and to support the University’s mission of teaching, research, and service (“**Licensee’s Mission**”);

WHEREAS, the Parties previously entered into the Non-Exclusive Trademark License Agreement, effective January 15, 2015 (the “**Lion Ambassadors Agreement**”); and

WHEREAS, on the following terms and conditions, Licensor is willing to grant Licensee a non-exclusive license to use the University Marks in connection with the services and products that support Licensee’s Mission and that are offered by the Licensee and its sublicensees (collectively, “**Services and Products**”).

NOW, THEREFORE, in consideration of the premises and mutual covenants and the agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee, intending to be legally bound, hereby agree as follows:

1. **Definitions**

1.1 For purposes of this License Agreement, the following words and phrases shall have the following meanings:

“**Affiliates**” means affiliated groups chartered by Licensee, including but not limited to chapters, alumni interest groups, and societies.

“**Cooperation Agreement**” means the Cooperation Agreement of even date herewith between Licensor and Licensee.

“**Event of Default**” means any of: (1) Licensee defaulting in the performance of, or committing a material breach of, any covenant, agreement, term or provision under this License

Agreement, and such default or material breach continuing for a period of thirty (30) days after notice thereof from the Licensor; (2) Licensee defaulting in the performance of, or committing a material breach of, any covenant, agreement, term or provision under the Cooperation Agreement, and such default or material breach continuing for a period of thirty (30) days after notice thereof from the Licensor; (3) either Party filing a voluntary petition for bankruptcy, reorganization or an arrangement under any bankruptcy or insolvency law, or an involuntary petition under any such law being filed against either Party and not dismissed within ninety (90) days; or (4) either Party making an assignment for the benefit of its creditors.

“**Licensee’s Corporate Name**” means Penn State Alumni Association.

“**Penn State Mark**” means U.S. Trademark Registration No. 1,308,610.

“**Pozniak Lion Mark**” means U.S. Trademark Registration No. 3,719,775.

“**Shield Marks**” means U.S. Trademark Registration Nos. 1,732,445 and 1,870,005 and U.S. Trademark Serial No. 86/823,273.

“**Term**” shall have the meaning set forth in the Cooperation Agreement.

“**University Marks**” means the trademarks set forth on Schedule 1 together with any additional trademarks and marks which may be mutually added to such Schedule during the term of this License Agreement as permitted herein, including the Penn State Mark, the Shield Marks, and the Pozniak Lion Mark.

2. **The License and Grant of Rights**

2.1 Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee a non-exclusive, non-assignable, royalty-free right and license to use the Penn State Mark as part of Licensee’s Corporate Name. Licensor authorizes Licensee to register Licensee’s Name and derivations thereof with the U.S. Patent and Trademark Office (“**USPTO**”), the Canadian Intellectual Property Office, or any other appropriate governmental authority or agency throughout the world. Licensee may not use the Penn State Mark for any other purpose.

2.2 Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee a non-exclusive, non-transferable, royalty-free right and license to use the Shield Marks in combination with the Licensee’s corporate name as a composite as shown in Schedule 2 (the “**Composite Mark**”). Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee a non-exclusive, non-transferable, royalty-free right and license to use the Composite Mark solely in connection with the Services and Products and any advertising or promotional materials associated therewith during the Term. Licensee may not use the Licensee’s Corporate Name or the Composite Mark for any purpose other than the Services and Products without Licensor’s prior written consent.

2.3 Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee a non-exclusive, non-transferable, royalty-free limited right and license to use the

Pozniak Lion Mark in Licensee's operation of vanity license plate programs operated by various U.S. states set forth in Schedule 4 for a period of time beginning on the Effective Date and expiring on the first anniversary of the Effective Date (the "**Trial Period**"). Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee a non-exclusive, non-transferable, limited right and license to use the Intercollegiate Athletics logo, as set forth in Schedule 5, in Licensee's operation of vanity license plate program in Pennsylvania during the Trial Period. Licensee shall deliver to Licensor within thirty (30) days of each calendar year quarter during the Trial Period a written report prepared by Licensee summarizing its efforts during that calendar quarter. Such report shall include a summary of the progress and improvements made in administration of the license plate program, including a total accounting of all revenue derived therefrom. If Licensor has not provided Licensee with written notice of the termination of the rights set forth in this Paragraph 2.3 within thirty (30) days prior to the expiration of the Trial Period, the Trial Period shall automatically extend for an additional year.

2.4 Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee a non-exclusive, non-transferable, royalty-free right and license to use the Pozniak Lion Mark in the manufacture and distribution of the items listed in Schedule 3 for internal use in the operation of the Lion Ambassadors in the United States ("**Lion Ambassador Licensed Articles**"). Licensee has no right to sell any goods incorporating the Pozniak Lion Mark or to sublicense to others to use the Pozniak Lion Mark.

2.5 Licensee agrees to use the University Marks incorporated in the Combination Mark in a manner consistent with any and all visual identity guidelines, currently existing or later developed, by Licensor that have been communicated in writing by the Licensor to the Licensee (the "**Identity Guidelines**").

2.6 For the avoidance of doubt, while Licensee is licensed certain rights in the Composite Mark, Licensee has no right to use the Penn State mark individually or except as specifically provided in the Identity Guidelines, to use any of the Shield Marks individually.

2.7 Licensor does not grant Licensee any further right to modify any University Mark incorporated in the Composite Mark or the Composite Mark itself; however, Licensor agrees that Licensee may modify the Composite Mark consistent with the Identity Guidelines for the sole purpose of identifying its Affiliates.

2.8 Licensee agrees that Licensee's Corporate Name and the Composite Mark shall not be used in a manner that may endorse, or suggest or imply an endorsement, of any product or service, by the University, except in instances where University or its affiliate is a party to any agreement which provides, directly or indirectly, for an endorsement or promotion of such party by the Licensee.

2.9 Licensee agrees not to take any action which might impair or affect the validity of the University Marks or goodwill of Licensor's business associated therewith, or in any way harms or diminishes the rights of Licensor in and to the University Marks.

2.10 Licensee may sublicense Licensee's Corporate Name and the Composite Mark to (i) its Affiliates and (ii) those sublicensees which may be approved by Licensor following the date hereof (collectively, "**Permitted Sublicensees**"), provided, however, that if such Permitted Sublicensees wish to use the Licensee's Corporate Name or the Combination Mark for purposes beyond the scope of the Licensee's Services and Products, Licensee must obtain Licensor's prior written consent. Licensor shall provide its review in a period of time not to exceed thirty (30) days; however, Licensor agrees to expedite its review if advised of commercially exigent circumstance (e.g., conference championships, national tournaments or championships, bowl games). Each sublicense must be consistent with the terms and conditions of this License Agreement. Licensee agrees to exercise its best efforts to ensure that the performance of its Permitted Sublicensees hereunder is consistent with the terms and conditions of this License Agreement. Such best efforts include, but are not limited to, addressing, remedying, or curing the breach of a Permitted Sublicensee, including terminating the Permitted Sublicensee. Permitted Sublicensees shall not grant any further sublicenses except to the extent which shall have been set forth in such Existing Third Party Sublicensee (as defined below) prior to the Effective Date and any agreements entered into by Licensee following the Effective Date which have been approved by the Licensor. Each sublicense agreement granted by Licensee shall include quality control rights for the Licensor, consistent with Paragraph 2.11 below. Licensee agrees to forward a copy of any and all sublicense agreements to Licensor promptly upon execution.

2.10.1 As of the Effective Date of this License Agreement, Licensee has sublicensed the University Marks to certain third parties as set forth in Schedule 6 (each, a "**Existing Third Party Sublicense**" and collectively, the "**Existing Third Party Sublicenses**"). Consistent with Paragraph 2.10, Licensee must obtain Licensor's prior written consent to amend, extend, renew, or otherwise continue beyond the expiration date of that sublicense (each an "**Extension**"). Licensee shall provide Licensor with thirty (30) days' advanced written notice for a request to sublicense Licensee's Corporate Name and the Combination Mark under an Extension for an Existing Third Party Sublicense. Licensor agrees to review such a request in good faith, but may withhold its consent at its sole discretion. Licensor shall provide its review in a period of time not to exceed thirty (30) days; however, Licensor agrees to expedite its review if advised of commercially exigent circumstance (e.g., conference championships, national tournaments or championships, bowl games).

2.11 Licensee agrees that the manufacturing, distribution, marketing and other permitted activities involving any of the Services and Products bearing any University Mark will be conducted in such a way to preserve the integrity, character, and dignity of the University, its trustees, directors, officers, employees, and affiliates.

2.11.1 Licensee agrees that it or any Permitted Sublicensee shall not manufacture, advertise, or distribute any Service or Product without furnishing the artwork and a representative sample of the Product or Service for the prior written approval by the University or its designated agent, which shall not be unreasonably withheld.

2.11.2 Licensee agrees that it will only use, and will use best efforts to cause any Permitted Sublicensee to only use, vendors that are officially licensed by the University's

Licensing Program for the manufacture of any Services and Products bearing a University Mark. For purposes of this Paragraph 2.11.2, Licensee's "best efforts" shall include, at a minimum, (a) communicating the foregoing requirement to all Permitted Sublicensees; (b) obtaining, where appropriate, a written acknowledgement from each Permitted Sublicensee that it understands and will abide by such requirement; (c) taking reasonable steps to monitor the compliance of its Permitted Sublicensees with such requirement and (d) taking such actions as may be reasonably necessary or appropriate, as determined by the Licensor, to enforce such requirement, up to and including termination of any affiliation of a Permitted Sublicensee that fails to comply with this requirement. A current list of licensed vendors can be obtained from the University Licensing Program or its designee, the Collegiate Licensing Company at <http://www.clc.com/Licensing-Info/Client-License-List.aspx>.

2.11.3 Licensee agrees that all Services and Products provided by Licensee or on behalf of the Licensee under the University Marks shall be of good quality, and that Licensor shall have the right to inspect and approve any advertising or promotional materials of Licensee associated therewith to ensure Licensee's compliance (and any Permitted Sublicensee's, compliance) with this License Agreement. During the Term, Licensee shall permit representatives selected by Licensor reasonable access to the Licensee's locations and establishments associated with the Services and Products to monitor compliance with this License Agreement at any time during normal business hours upon reasonable advance notice to Licensee.

2.11.4 In the event that there is a departure from the approved samples of the Services and Products, Licensor shall have the right in reasonable exercise of its own discretion to withdraw its approval of said Service and Product, at which time Licensee (and any Permitted Sublicensee) shall cease the manufacture, advertisement, distribution, or use of such Services and Products.

2.11.5 For the avoidance of doubt, this Paragraph 2.11 applies to Permitted Sublicensees. Any Extension of any Existing Third Party Sublicense must be consistent with the terms and conditions of Paragraph 2.11.

2.12 Licensee agrees to use its best efforts to mark all advertising and promotional materials, as well as products and merchandise incorporating the University Marks in accordance with the University's visual identity standards. For the avoidance of doubt, this Paragraph 2.12 applies to Permitted Sublicensees. Any Extension of any Existing Third Party Sublicense must be consistent with the terms and conditions of Paragraph 2.12.

2.13 The license and rights granted under this License Agreement shall terminate upon the expiration of the Term or termination of this License Agreement, whichever is earlier. Upon termination of this License Agreement for any reason, any Permitted Sublicensee not then in default shall have the right to seek a license from Licensor. Licensor agrees to negotiate such licenses in good faith under reasonable terms and conditions.

2.14 The license rights granted hereunder shall not be construed to confer any rights upon Licensee by implication, estoppel or otherwise to any trademarks, service marks, or logos owned or controlled by Licensor that are not specifically set forth in this License Agreement.

3. Ownership of Trademarks

3.1 Licensee acknowledges and agrees that Licensor owns all right, title and interest in and to the University Marks and Licensee's (and any Permitted Sublicensee's) use of the University Marks and the goodwill associated therewith shall inure to the benefit of Licensor. Licensee shall not impugn, challenge or assist in any challenge to the validity of the University Marks or the ownership thereof.

3.2 Except as expressly set forth in Paragraph 2.1, Licensor shall be solely responsible for taking such actions as it deems appropriate to obtain protections for, enforce and defend the University Marks. If Licensor elects to file additional trademark applications for goods or services based upon Licensee's use, Licensee shall cooperate with Licensor and respond promptly to all requests from Licensor for specimens of use and dates of first use to support such governmental filings.

3.3 All rights with respect to the University Marks not specifically granted in this License Agreement shall be and are hereby reserved to Licensor. All right, title, or interest in or to any trademark or service mark that comes into existence during the Term as a result of the exercise by Licensee or a sublicensee of any right granted hereunder, shall immediately and automatically vest in Licensor, and Licensee hereby irrevocably and absolutely assigns to Licensor all rights throughout the universe to the University Marks and the goodwill associated therewith. Licensee agrees to execute and deliver, and to require its sublicensees to execute and deliver, to Licensor any documents which Licensor may reasonably request to confirm Licensor's ownership of its rights hereunder.

4. Infringement and Other Actions

4.1 Notice. If Licensee learns of any activity by a third party which might constitute an infringement of Licensor's ownership rights in the University Marks, Licensee shall so notify Licensor. If Licensor learns of any activity by a third party which might constitute an infringement of Licensee's right to use of the Composite Mark for the Services and Products, Licensor shall so notify Licensee. If any third party asserts to either party that Licensee's exercise of the license rights granted in this License Agreement constitutes unauthorized use or infringement of the third party's rights, the Party receiving such assertion shall so notify the other Party.

4.2 Infringement For Services and Products. As the sole owner of the University Marks, Licensor shall have the initial right, but not the obligation, at its own expense and utilizing counsel of its choice to prosecute any infringement by a third party of the University Marks which implicates the license rights granted to Licensee in this Agreement. If Licensor elects to take such action, Licensee agrees, at Licensor's expense, to cooperate in such action including, without limitation joining as a party. Any money recovered by way of damages or

otherwise with respect to such action shall be kept by Licensor. Upon request of Licensor, Licensee shall execute all papers, testify on all matters, and otherwise cooperate in every way necessary and desirable for the prosecution of any such action.

4.4 Third Party Assertions. If any third party asserts to either party that Licensee's exercise of the license rights granted in this Agreement constitutes unauthorized use or infringement of the third party's rights, the Parties agree to cooperate and investigate any such assertion (e.g., by supplying relevant evidence and testimony). Licensor, at its own expense and utilizing counsel of its choice, shall defend itself and Licensee against any claim asserting that exercise of the license rights granted in this Agreement constitutes unauthorized use or infringement of a third party's rights. Licensor shall not consent to any settlement or other resolution of any such action that requires Licensee to take or refrain from taking any action or to pay any money, without the prior written consent of Licensee, which shall not be unreasonably withheld.

4.5 Licensee shall not initiate or institute any suit in connection with any apparently unauthorized use or infringement of the University Marks without first obtaining the written consent of Licensor.

4.6 In any infringement suit as either Party may institute to enforce or defend the University Marks pursuant to this License Agreement, the other Party hereto shall, at the request and expense of Licensor, cooperate in all respects and, to the extent possible, have its employees and agents testify when requested and make available relevant records, papers, information, samples, specimens, and the like.

5. Indemnification

Licensee shall at all times during the Term of this License Agreement and thereafter, indemnify, defend, and hold harmless Licensor, its trustees, officers, directors, employees, and agents from and against, any and all claims, demands, obligations, causes of action, lawsuits, and proceedings of any kind whatsoever, including any and all damages, liabilities, fines, judgments, costs (including settlement costs), and expenses associated therewith (including the payment of reasonable attorney fees and disbursements), arising out of the Licensee's use of the University Marks or arising from any obligation of the Licensee hereunder.

6. Disclaimer of Warranty and Limitation of Liability

6.1 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS LICENSE AGREEMENT, LICENSOR, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AND AFFILIATES MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OF INTELLECTUAL PROPERTY RIGHTS, GRANTED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE.

6.2 In no event shall Licensor, its trustees, officers, directors, employees, and agents be liable to Licensee, or its officers, directors, Affiliates, agents, employees, or sublicensees for any consequential, special, incidental, indirect, or punitive damages as a result of the breach or claimed breach of this License Agreement, or any warranty, representation, covenant or obligation contained herein.

7. Notices

Any notice, demand, request, or other communication pursuant to this License Agreement shall be sufficiently made or given on the date of mailing if sent to such Party by certified or registered first class mail, postage prepaid, addressed to it at its address below or as it shall designate by written notice given to the other Party as follows:

If to Licensor:

The Pennsylvania State University
208 Old Main
University Park, PA 16802
Attention: Senior Vice President for Development and Alumni Relations

If to Licensee:

Penn State Alumni Association
Hintz Alumni Center
University Park, PA 16802
Attention: Chief Executive Officer

8. No Assignment

This License Agreement may not be assigned by Licensee without the prior written consent of the Licensor, which may be withheld at Licensor's sole reasonable discretion. Any assignment made by the Licensee without such consent shall be null and void.

9. Dispute Resolution

9.1 In the event of any dispute, claim, or disagreement arising from or relating to this License Agreement, the Parties agree to use their best efforts to settle the dispute, claim, or disagreement by consulting and negotiating with each other in good faith and, recognizing their mutual interests in attempting to reach a just and equitable solution satisfactory to both Parties. Such best efforts shall include, at a minimum, two in-person meetings between the Licensor's President and its Senior Vice President for Development and Alumni Relations and Licensee's Chief Executive Officer and the President of the Alumni Council of Licensee, and such additional persons of both Parties as shall be designated by each President. If the Parties do not reach such solution within a period of thirty (30) days after the second of such meetings, then the Parties may take such action as either of them deem appropriate. The Parties shall have the right to pursue any other remedies legally available to resolve such dispute in either the Centre County Court of

Common Pleas or in the United States District Court for the Middle District of Pennsylvania, to whose jurisdiction for such purposes Licensor and Licensee each irrevocably consents and submits.

9.2 Notwithstanding the foregoing, nothing in this Section 9 shall be construed to waive any rights or timely performance of any obligations existing under this License Agreement.

10. **Default and Termination.**

10.1 Either Party may terminate this License Agreement by giving written notice to the other Party at least twenty four (24) months in advance of the date of termination established by such notice.

10.2 Upon the occurrence of an Event of Default, either Party may terminate this License Agreement upon thirty (30) days written notice to the defaulting Party.

10.3 Licensor may immediately terminate this License Agreement:

10.3.1 if Licensee undergoes a change in control, meaning sells or otherwise disposes of substantially all of its business or assets to a third party, or control of Licensee is transferred to a third party and the management thereby changes, unless consented to by Licensor in advance;

10.3.2 if Licensee is no longer an organization described in Section 501c(3) of the Internal Revenue Code, as amended;

10.3.3 if Licensee dissolves, liquidates, or winds-up or otherwise ceases operation of the business for which the license in Section 2.1 is granted;

10.3.4. if Licensee assigns this License Agreement or any portion thereof contrary to Section 8 hereof; or

10.3.5 if the Cooperation Agreement expires or is terminated.

10.4 Following the expiration or termination of this License Agreement, Licensee and its sublicensees shall: (i) cease developing new advertising and promotional materials utilizing the University Marks; (ii) have six (6) months to exhaust its existing stock of advertising and promotional materials utilizing the University Marks; (iii) by the end of the exhaustion period, eradicate the University Marks on any remaining advertising and promotional materials, including, without limitation, as used on any website or in any domain name owned or controlled by Licensee; (iv) have six (6) months to remove the University Marks from its corporate name and take all necessary corporate actions to change its corporate name and those of any sublicensees to other names which do not incorporate the University Marks; and (v) have six (6) months to permanently cease and forever desist from use of the University Marks in any manner.

10.4.1 Upon termination or expiration of the License Agreement, Licensee agrees to assign any and all trademark rights and all issuances, extensions and renewals thereof, including all federal, state, and common law rights, together with the goodwill connected with the use of and symbolized by the same, including those set forth in Section 2, to Licensor.

10.5 Upon termination of this License Agreement for any reason, nothing in this License Agreement shall be construed to release either Party from any obligation that matured prior to the effective date of such termination; and Sections 3, 5, and 9 and Paragraphs 2.6, 2.8, 2.9, 2.11, 2.12, 5.1, 6.2, 10.4, and 10.5 shall survive termination or expiration.

11. **Miscellaneous Provisions.**

11.1 Entire Agreement. In conjunction with the Cooperation Agreement and the Lion Ambassadors Agreement, this License Agreement embodies the entire understanding of the Parties and shall supersede all previous communications, representations, or undertakings, either verbal or written, between the parties relating to the subject matter hereof.

11.2 Amendment. This License Agreement may be amended only by a written agreement embodying the full terms of the amendment signed by authorized representatives of both Parties.

11.3 Severability. Should any provision of this License Agreement be held to be illegal, invalid or unenforceable, by any court of competent jurisdiction, such provision shall be modified by such court in compliance with the law and, as modified, enforced. The remaining provisions of this License Agreement shall be construed in accordance with the modified provision and as if such illegal, invalid or unenforceable provision had not been contained herein.

11.4 No Strict Construction. The language used in this License Agreement shall be deemed to be the language chosen by both Parties to express their mutual intent and no rule of strict construction against either Party shall apply to any term or condition of this License Agreement.

11.5 Relationship of Parties. Nothing contained in this License Agreement shall be construed as creating a partnership, joint venture, agency or an association of any kind.





11.6 No Waiver. The failure of one Party to enforce at any time any of the provisions of this License Agreement, or any rights in respect thereto, or to exercise any election provided, shall in no way be considered to be a waiver of such provision, rights, elections, remedies, or in any way to affect the validity of this License Agreement, or excuse a similar subsequent failure to perform any such term or condition by the other Party. Any waiver must be in writing.

11.7 Interpretation. The headings of the several sections contained in this License Agreement are inserted for convenience of reference only, and are not intended to be a part of or to affect the meaning or interpretation of this License Agreement.

11.8 Governing Law. This License Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

11.9 Counterparts. This License Agreement may be executed in any number of counterparts, each full set of which shall be deemed an original, with the same effect as if the signatures were upon the same instrument.

SCHEDULE 1

Mark	Serial No./ Registration No.	Registration Date/Filing Date
	86/823,273	11/17/2015
	3,719,775	12/01/2009
<p data-bbox="415 1079 581 1115">PENNSTATE</p> 	1,870,005	12/27/1994
<p data-bbox="326 1297 695 1373">PENNSTATE</p> 	1,732,445	11/17/1992
PENN STATE	1,308,610	12/11/1984

SCHEDULE 2



PennState Alumni Association

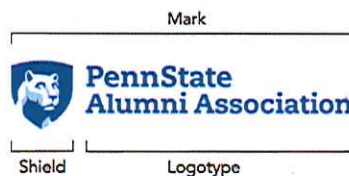
Penn State Alumni Association

Visual Identity Standards

Mark configurations

2

Primary horizontal mark



The horizontal mark with two colors, as shown here, is our primary mark and is used in the majority of non-merchandise applications.

The components of our mark include the shield and the logotype. When added, the entity names become part of the logotype.

One-line mark



The one-line version is useful when there is a short vertical space, such as a pen application. The symbol is centered and larger in the one-line version.

We have two vertical or centered marks. There are situations where a formal center axis design would require the use of a vertical mark.

Vertical mark AA



The use of this mark indicates the materials or merchandise are closely identified with the Alumni Association. This mark is useful when identifying communications from individuals that are part of the Alumni Association but not Penn State Alumni.

On our vertical mark AA (Alumni Association) and vertical mark A (Alumni), the logotype is smaller and above our shield. This allows for a larger, more powerful use of the shield. This version is very effective on some products and merchandise. This mark also can be useful when the width is restricted, as in a vertical banner.

Vertical mark A



The use of this mark identifies the materials or merchandise as representing a Penn State alumna or alumnus. On merchandise, this mark will be used more often than the Alumni Association, as it is more focused on the individual than the organization.

The entity marks for our chapters, AIG and society marks do not have vertical marks. Their marks should not be reconfigured as vertical marks.

Never redraw or try to recreate our marks, including our shield or our logotype. Any modification of our mark diminishes its impact and weakens our legal protection. Only authorized artwork may be used.

SCHEDULE 3

Lion Ambassador Licensed Articles

- Letterhead
- Business Cards
- Website
- Clothing
- Hats
- T-shirts

SCHEDULE 4

U.S. States with License Plate Programs

- Connecticut
- Delaware
- Maryland
- New Jersey
- New York
- Pennsylvania
- Tennessee
- Virginia
- West Virginia

SCHEDULE 5

Intercollegiate Athletics Logo



SCHEDULE 6

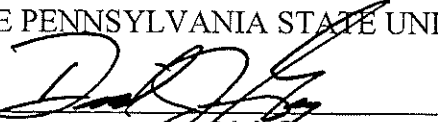
Existing Third Party Sublicenses

Third Party	Marks	Exclusive/Non-Exclusive	Expiration Date
Bank of America	ALL PSU marks (as per current Agreement with University)	Exclusive	12/31/2018
Collegiate Insurance Resources / Liberty Mutual Insurance	PSAA mark	Exclusive	12/31/2025
NRG Energy	PSAA mark	Exclusive	12/31/2019
Penn State Bookstore (Barnes & Noble)	PSAA mark	Exclusive	6/30/2020
AHI International	PSAA mark	Non- Exclusive	12/31/2019
Classic Escapes, Inc.	PSAA mark	Non- Exclusive	No current contract
Go Next Travel	PSAA mark	Non- Exclusive	12/31/2019
Odysseys Unlimited	PSAA mark	Non- Exclusive	12/31/2019
Orbridge	PSAA mark	Non- Exclusive	12/31/2019
Thomas P. Gohagan & Company	PSAA mark	Non- Exclusive	12/31/2019
Thompson Tours	PSAA mark	Non- Exclusive	12/31/2019
Thomson Safaris	PSAA mark	Non- Exclusive	12/31/2019
USI Travel Insurance Services	PSAA mark	Non- Exclusive	Month-to-month
AESU	PSAA Mark	Non- Exclusive	12/31/2019


WWII Museum	PSAA mark	Non- Exclusive	12/31/2019
Collette	PSAA mark	Non- Exclusive	12/31/2019
Endless Vacation Rentals (Travel Blue)	PSAA mark	Non- Exclusive	No current contract

IN WITNESS WHEREOF, the Parties have caused this License Agreement to be executed by their duly authorized officers as of the Effective Date.

THE PENNSYLVANIA STATE UNIVERSITY

By: 
Name: David J. Gray
Title: **Sr. Vice President for
Finance & Business/
Treasurer
Penn State University**

PENN STATE ALUMNI ASSOCIATION

By: 
Name: Paul J. Clifford
Title: **CEO**