EXHIBIT 10.8  
  
 CONFIDENTIAL TREATMENT REQUESTED  
 CONFIDENTIAL PORTION HAS BEEN FILED SEPARATELY WITH THE  
 SECURITIES AND EXCHANGE COMMISSION  
   
  
 BANKCARD ADVERTISING AGREEMENT  
  
  
This Advertising Agreement (this "Agreement"), dated as of February 13, 1998, is  
made by and between FIRST CREDIT CARD SERVICES USA L.L.C., a Delaware limited  
liability company ("FCCSU-LLC"), and GeoCities, a California corporation  
("GeoCities" or "the Company"). FCCSU-LLC and GeoCities sometimes are referred  
to collectively as the "Parties" and individually as a "Party." This Agreement  
is made together with the BankCard Issuance and Servicing Agreement by and  
between FIRST USA BANK ("FUSA") and the Company of even date herewith (the  
"Issuance and Servicing Agreement").  
  
 RECITALS:  
  
 WHEREAS, FCCSU-LLC assists FUSA in connection with the ongoing efforts of  
FUSA to acquire its MasterCard and/or Visa consumer products and related  
services (hereinafter referred to as "Credit Card(s)");  
  
 WHEREAS, this Agreement has been negotiated and executed by FCCSU-LLC and  
the Company in order to document the terms of their agreement concerning the  
marketing of Credit Cards to the Company's on-line service members and/or users  
(collectively "Company Users" or "Users");  
  
 WHEREAS, FCCSU-LLC has agreed, subject to the terms and conditions  
hereinafter contained, to market Credit Cards to Company Users on behalf of FUSA  
in the manner and to the extent set forth in this Agreement;  
  
 WHEREAS, immediately upon the successful completion of the marketing  
acquisition efforts of FCCSU-LLC as determined by FUSA and FCCSU-LLC in their  
sole and absolute discretion, the underlying Credit Card accounts will be  
immediately sold by FCCSU-LLC on an ongoing basis as such Credit Card accounts  
are acquired, to FUSA so that the Credit Cards in question may then be issued by  
FUSA to the Users in accordance with its then current business practices and  
serviced by FUSA in the manner contemplated by the Issuance and Servicing  
Agreement and in a manner consistent with the then current business practices of  
FUSA;  
  
 WHEREAS, the Company is willing to endorse and facilitate the offering of  
FUSA's Credit Card(s) to and among the Company Users subject to the terms and  
conditions contained in this Agreement and in the Issuance and Servicing  
Agreement;  
  
 NOW, THEREFORE, in consideration of the mutual covenants and agreements  
of the Parties herein contained and other good and valuable consideration, the  
receipt and sufficiency of which are hereby acknowledged, the Parties hereby  
agree as follows:  
  
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Section 1. Definitions  
  
The following terms (and all declensions thereof) are used in this Agreement  
with the respective meanings set forth below:  
  
1.1 "Above Fold" means situated within the portion of a page that is designed  
to be visible on a standard computer screen with a resolution of [\*\*\*] without  
requiring the User to scroll horizontally or vertically through the page.  
  
1.2 "Affiliate" means, with respect to either Party, any entity that, by virtue  
of a majority ownership interest, directly controls, is controlled by or is  
under common control with that Party.  
  
1.3 "FUSA Site" means, collectively, all points of presence and/or services  
maintained by FCCSU-LLC or its Affiliates on the Internet or on any other public  
data network.  
  
1.4 "GeoCities Site" means, collectively, and subject to the limitations set  
forth in the following sentences of this Section 1.4, all points of presence  
and/or services maintained by GeoCities on the Internet as xxx.xxxxxxxxx.xxx or  
on any other public data network; provided, however, that "GeoCities Site" does  
not include any Homesteader Page or GeoShop Page. To the extent that GeoCities  
enters into agreements with third parties relating to the joint development  
and/or hosting of co-branded or outsourced personal home page communities, such  
co-branded and outsourced communities shall not constitute part of the  
"GeoCities Site," unless GeoCities determines, in its sole and absolute  
discretion, that the inclusion of any such co-branded or outsourced communities  
does not in any way conflict with or violate any such agreement with a third  
party, or any agreements or other arrangements that such third party may have  
with any other party. If GeoCities makes such a determination, it shall notify  
FCCSU-LLC of such determination, and the co-branded or outsourced community in  
question shall thereupon become part of the "GeoCities Site."  
  
1.5 "GeoCities Basic Commerce Platform" means the collection of links,  
advertisements and promotional placements associated with the GeoCities'  
neighborhood home pages and neighborhood topic pages. The parties understand and  
agree that FCCSU-LLC is one of four companies included in the GeoCities Basic  
Commerce Platform.  
  
1.6 "Viewer" means any User of the GeoCities Site who executes a link and is  
connected to the FUSA Site.  
  
1.7 "Commencement Date" means the date GeoCities first provides FCCSU-LLC with  
all links, advertisements and other promotional placements which have been  
indicated on Exhibit B to be implemented on or before the Commencement Date.  
  
[\*\*\*] Confidential treatment requested for redacted portion.  
  
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1.8 "Consumer Card Products" means all forms of credit card and charge card  
financial product issued by any bank to any individual consumer, including  
Credit Cards as defined above and Co-Branded Credit Card Products as defined  
below.  
  
1.9 "Competitor" means (a) any entity (other than FUSA or FCCSU-LLC) which  
advertises, markets, issues or otherwise provides access to Consumer Card  
Products, including but not limited to the entities now known as [\*\*\*], or (b)  
any individual, corporation, corporate division, retail site, World Wide Web  
site or other entity that either derives more than [\*\*\*] percent ([\*\*\*%]) of its  
annual gross revenues from the issuance of Consumer Card Products, or is  
primarily known as an issuer of Consumer Card Products. For purposes of this  
Section 1.9, the Visa and MasterCard sponsoring organizations shall not be  
construed to be Competitors [\*\*\*] shall not be construed to be a Competitor so  
long as the marketing services provided to [\*\*\*] by GeoCities do not include  
either (i) the ability to complete an application for Consumer Card Products  
with [\*\*\*] by any GeoCities User or (ii) an endorsement by the Company. The term  
"endorsement" as used in the previous sentence is intended to portray a  
situation where the Company states a preference toward a Competitor over FUSA or  
FCCSU-LLC.  
  
1.10 "Homesteader Page" means any personal homepage, or any commercial homepage  
participating in GeoCities' GeoShop program (other than a GeoCities Affiliate)  
which resides in a "member neighborhood" on the GeoCities Site.  
  
1.11 "Session" means each instance in which a User accesses the FUSA Site via a  
hypertext link embedded in any link, advertisement or other promotional  
placement provided by GeoCities under this Agreement, and then views one or more  
consecutive FUSA Site pages. A Session terminates when the User exits the FUSA  
Site by any means.  
  
1.12 "Marketing Acquisition Cost" is agreed to be [\*\*\*] dollars ($[\*\*\*]) per  
application approved for Credit Cards.  
  
1.13 "Exclusive Areas" means the GeoCities neighborhood homepages and the  
GeoCities neighborhood topic pages.  
  
1.14 "Co-branded Credit Card Product" means credit card financial products  
which bear the name and logo of the Company and which include a Company funded,  
Company-specific value for the consumer.  
  
1.15 "GeoCities GeoShops Program" means the marketing program operated by  
GeoCities which offers its homesteaders the opportunity to create a commercially  
oriented homepage within the GeoCities Site. Participants in the GeoCities  
GeoShops Program must confirm that their annual revenues are Two Hundred Fifty  
Thousand Dollars ($250,000.00) or less upon application to the program.  
  
[\*\*\*] Confidential treatment requested for redacted portion.  
  
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1.16 "Impression" means the successful loading of a FUSA icon onto a page being  
viewed by a User on the GeoCities Site.  
  
1.17 "Pageview" means the successful loading of a complete Web page being  
viewed by a User on the GeoCities Site.  
  
Section 2. Linkage  
  
2.1 The graphic or other visual cue depicted on the attached Exhibit A, which  
may include names, trademarks, servicemarks, designmarks, symbols and/or other  
indicia of origin (the "FUSA Icon") shall be included among the GeoCities Basic  
Commerce Platform hyperlink icons during the term. When clicked upon by a  
Viewer, the FUSA Icon will link the Viewer with the FUSA Site. GeoCities shall  
create the link between the FUSA Icon and the FUSA Site. FCCSU-LLC shall  
furnish GeoCities with full color representations of the FUSA Icon at least ten  
(10) business days prior to the date of intended use. GeoCities agrees that it  
will display the FUSA Icon in a manner commensurate with its display of other  
vendor hyperlink icons within the GeoCities Basic Commerce Platform. If FCCSU-  
LLC subsequently modifies the FUSA Icon, it shall furnish a representation of  
same to GeoCities which GeoCities shall substitute for the prior version within  
twenty (20) business days after receipt.  
  
2.2 The graphic or other visual cue depicted on the attached Exhibit A, which  
may include names, trademarks, servicemarks, designmarks, symbols and/or other  
indicia of origin (the "Return Icon") shall be displayed by FCCSU-LLC on each  
page of the FUSA Site viewed by a Viewer during the term in the position within  
the page layout as shown on Exhibit A. When clicked upon by a Viewer, the Return  
Icon will link the Viewer with the GeoCities Basic Commerce Platform which was  
the point of departure prior to linkage with the FUSA Site. FCCSU-LLC shall  
create the link between the Return Icon and the GeoCities Basic Commerce  
Platform. GeoCities shall furnish FCCSU-LLC with full color representations of  
the Return Icon at least ten (10) business days prior to the date of intended  
use. If GeoCities subsequently modifies the Return Icon, it shall furnish a  
representation of same to FCCSU-LLC which FCCSU-LLC shall substitute for the  
prior version within twenty (20) business days after receipt. The Return Icon  
shall be visible at the FUSA Site only to Viewers who link to the FUSA Site via  
the GeoCities Basic Commerce Platform and to no other visitors at the FUSA Site.  
  
2.3 FCCSU-LLC shall ensure that the version of the FUSA Site viewed by Viewers  
who link to the FUSA Site through the GeoCities Basic Commerce Platform shall be  
substantially similar to the FUSA Site viewed by non-Viewers except for FCCSU-  
LLC co-branded sites with other companies, the Return Icon and as elsewhere  
provided for in this Agreement.  
  
Section 3. Minimum Advertising Placements  
  
[\*\*\*] Confidential treatment requested for redacted portion.  
  
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The Company guarantees to provide a minimum of [\*\*\*] and guarantees that such  
Impressions shall include [\*\*\*] banner advertisements served Above Fold, [\*\*\*]  
popup banner advertisements served Above Fold and at least [\*\*\*] Impressions  
delivered Above Fold on the combined neighborhood homepages and neighborhood  
topic pages. In no event shall placements for FCCSU-LLC within the GeoCities  
Basic Commerce Platform be less than that for the Company's other GeoCities  
Basic Commerce Platform partners. In order to test the optimal usage of the  
aforementioned Impressions and/or to take advantage of information garnered  
through FCCSU-LLC's use of each, FCCSU-LLC shall have the right to exchange the  
allotment of banner advertisements and popup banner advertisements so long as  
the combined number to be provided by the Company pursuant to this Section is  
[\*\*\*].  
  
Section 4. Deployment  
  
See Exhibit B.  
  
Section 5. Issuance of Credit Cards  
  
FCCSU-LLC shall have no obligation to issue Credit Cards to interested Company  
Users in connection with the transactions described in this Agreement. Both  
FCCSU-LLC and the Company hereby agree that FUSA shall issue Credit Cards to  
interested Company Users in accordance with FUSA's standard Credit Card issuing  
policies and credit practices, and in accordance with the applicable provisions  
of the Issuance and Servicing Agreement. Any decisions concerning the  
creditworthiness of any Company User shall be by FCCSU-LLC if made in accordance  
with the credit criteria and policies supplied to FCCSU-LLC by FUSA.  
  
Section 6.  
  
Compensation  
  
6.1 As full consideration for GeoCities' performance under this Agreement  
(including, without limitation, GeoCities' provision of all links,  
advertisements and promotions specified in Sections 2, 3 and 4), FCCSU-LLC will  
pay GeoCities the fixed placement fees and variable incentive payments specified  
in this Section 6.  
  
6.2 During the initial term of this Agreement, FCCSU-LLC will pay GeoCities a  
fixed placement fee of [\*\*\*] Dollars ($[\*\*\*]) on the Commencement Date and at  
the beginning of each [\*\*\*] that occurs subsequent to the Commencement Date  
during the term.  
  
6.3 During the term of this Agreement (including any renewal term), for each  
[\*\*\*] that occurs beginning with the [\*\*\*] in which the Commencement Date falls,  
and then for each [\*\*\*] (whether whole or partial) during the term, FCCSU-LLC  
xxxx pay GeoCities a commission based on the number of applications approved for  
Credit Cards from which applications were submitted during Sessions during the  
respective [\*\*\*] and calculated on a cumulative basis. The commission amount  
shall be computed by selecting the appropriate  
  
[\*\*\*] Confidential treatment requested for redacted portion.  
  
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Marketing Acquisition Cost Percentage found opposite the aggregate number of  
applications approved opened and multiplying such Marketing Acquisition Cost  
Percentage by the Marketing Acquisition Cost set forth in Section 1.12 times the  
number of applications approved during the period.  
  
Cumulative Applications Approved Marketing Acquisition Cost Percentage  
-------------------------------- -------------------------------------  
(Computed from [\*\*\*])  
  
 [\*\*\*] [\*\*\*]  
  
  
For example, if [\*\*\*] applications were accepted for Credit Cards in the [\*\*\*],  
respectively, the commission amount would be computed as follows:  
  
  
Credit Card AppLications Approved [\*\*\*]  
Cume Applications Approved  
  
Calculation of Commission  
Commission calculated by multiplying approved applications times  
commission percentage times $[\*\*\*] per approved application  
  
Approved Applications under tier [\*\*\*]  
Commission Rate for tier [\*\*\*]  
Commission Amount for tier [\*\*\*]  
  
Approved Applications under tier [\*\*\*]  
Commission Rate for tier [\*\*\*]  
Commission Amount for tier [\*\*\*]  
  
Approved Applications under tier [\*\*\*]  
Commission Rate for tier [\*\*\*]  
Commission Amount for tier [\*\*\*]  
  
Total Commission per [\*\*\*]  
  
6.3.1 As of each anniversary date of the Commencement Date during any renewal  
terms of this Agreement, the Cumulative Applications Approved shall be deemed to  
be [\*\*\*] as of such anniversary date and shall thereafter accumulate in the same  
manner as during the initial term of this Agreement, and the table set forth in  
Section 6.3 shall be used each such successive year to compute the Marketing  
Acquisition Cost Percentage as set forth in the example presented in Section  
6.3.  
  
[\*\*\*] Confidential treatment requested for redacted portion.  
  
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6.4 With the exception of the fixed placement fee set forth in Section 6.2  
which shall be paid on a [\*\*\*] basis at the beginning of each [\*\*\*], FCCSU-LLC  
will make payments under this Section 6 on a [\*\*\*] basis, in arrears.  
Specifically, within thirty (30) days following the end of each [\*\*\*] occurring  
subsequent to the Commencement Date, FCCSU-LLC will pay GeoCities an amount  
equal to the commissions that accrued during the period under Section 6.3.  
  
6.5 [\*\*\*]  
  
6.6 FCCSU-LLC will deliver, together with each payment made pursuant to this  
Section 6, a written report signed by an authorized representative of FCCSU-LLC  
that describes (in reasonable detail) FCCSU-LLC's calculation of the payment  
amount. FCCSU-LLC's failure to include such a signature shall not be deemed a  
default under this Agreement.  
  
6.7 GeoCities shall have the right, no more frequently than once during each  
term, at its expense, upon thirty (30) days advance written notice to FCCSU-LLC  
and FUSA and during FCCSU-LLC's normal business hours, to inspect and audit the  
books and records of FCCSU-LLC, by an independent certified public accountant  
and a GeoCities representative, for the purpose of verifying any payments due to  
GeoCities under this Agreement. In the event any shortfall in payment to  
GeoCities is found, then FCCSU-LLC shall promptly pay GeoCities the shortfall  
amount.  
  
Section 7. Implementation  
  
7.1 GeoCities and FCCSU-LLC acknowledge that time is of the essence in the  
design, development and commencement of the links, advertisements and  
promotional placements specified in this Agreement. Accordingly, the Parties  
will devote all commercially reasonable efforts to launch each link,  
advertisement and promotional placement as soon as reasonably possible, in  
accordance with a written development plan to be negotiated by the Parties in  
good faith.  
  
7.2 GeoCities, in cooperation with First USA, will test the links,  
advertisements and promotional placements required under this Agreement prior to  
the time that they "go live" on the GeoCities Site (i.e., prior to the time that  
they are implemented and enabled on a production version of the GeoCities Site).  
  
7.3 GeoCities will not cause any link, advertisement or promotional placement  
under this Agreement to go live on the GeoCities Site prior to the applicable  
date agreed by the Parties.  
  
Section 8. Traffic Data  
  
8.1 On a monthly basis, GeoCities will provide FCCSU-LLC with mutually agreed  
data concerning search and browsing behavior on the GeoCities Site, to the  
extent such behavior reasonably could relate to the online promotion or sale of  
Consumer Card Products, or other  
  
[\*\*\*] Confidential treatment requested for redacted portion.  
  
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products that FCCSU-LLC may sell from time to time. FCCSU-LLC will hold such  
data in confidence and will use it only in accordance with reasonable guidelines  
to be agreed by the Parties. Notwithstanding anything to the contrary contained  
in this Section 8, GeoCities will not be required to deliver to FCCSU-LLC any  
User data in violation of its then-existing policies regarding the protection of  
User information. Prior to the Commencement Date of this Agreement the Company  
shall deliver to both FUSA and FCCSU-LLC its then existing policies regarding  
the protection of User information, and to the extent practicable, provide FUSA  
and FCCSU-LLC with thirty (30) days notice of any changes to such policies.  
  
8.2 FCCSU-LLC will use commercially reasonable efforts to provide GeoCities  
with an online report, produced on a daily basis, of inquiries and/or  
applications for FUSA's products submitted by Company Users. Such report is to  
be used by GeoCities to actively track performance of various promotional tools  
that it has in service. GeoCities will hold such data in confidence and will use  
it only in accordance with reasonable guidelines to be agreed by the Parties.  
Notwithstanding anything to the contrary contained in this Section, FCCSU-LLC  
will not be required to deliver to GeoCities any data in violation of its then-  
existing policies regarding the protection of information about consumers and  
sales. Prior to the Commencement Date of this Agreement, FCCSU-LLC shall deliver  
to the Company its then existing policies regarding the protection of such  
information, and to the extent practicable, provide the Company with thirty (30)  
days notice of any changes to such policies.  
  
8.3 FCCSU-LLC may maintain separately all information which is submitted and/or  
obtained as a result of an application for an account relationship with Company  
Users. This information becomes a part of FCCSU-LLC's own files and shall not be  
subject to this Agreement; provided that, any use of such information, except  
for fulfilling obligations hereunder, will not imply or suggest an endorsement  
of such information by the Company.  
  
8.4 FCCSU-LLC and the Company mutually agree that given the nature of the  
industry, additional and/or various marketing vehicles not specifically  
addressed in this Agreement may require additional User information. As a  
result, the Company agrees to use commercially reasonable efforts to provide  
such User information upon the reasonable request of FCCSU-LLC which can be used  
to assist FCCSU-LLC's efforts to target marketing messages to Users.  
  
Section 9. Exclusivity and Media Guarantee  
  
9.1 GeoCities will not place [\*\*\*], or permit any Competitor to place [\*\*\*],  
and Competitor's advertising banners, promotional buttons, promotional links or  
other promotional content. GeoCities will not permit any Competitor to place any  
[\*\*\*] promotions anywhere on the GeoCities Site. In addition, and in keeping  
with the definition set forth in Section 1.9, except for participants in  
GeoCities' GeoShops program, GeoCities will not sell or permit any Competitor or  
non-Competitor to sell any Consumer Card Products in the GeoCities Site [\*\*\*].  
Any entities not defined as Competitors will be prohibited from placing any  
[\*\*\*] promotions [\*\*\*] related to Consumer Card Product categories.  
  
9.2 The financial card products now known as "business card(s)" and "corporate  
card(s)" which are used by commercial entities (vs. individual consumers) for  
business purposes ("Non-Consumer Card(s)") and their successor Non-Consumer Card  
products, if any, shall not be deemed [\*\*\*] for purposes of the limitations  
described in Section 9.1 above. However, in the event that the Company intends  
to enter into or renew any agreement(s) for  
  
[\*\*\*] Confidential treatment requested for redacted portion.  
  
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the provision of advertising or otherwise offering Non-Consumer Card(s), the  
Company shall first offer FCCSU-LLC, and/or its applicable Affiliate(s), the  
opportunity to include such Non-Consumer Card(s) under this agreement or to  
otherwise enter into such an agreement with the Company. The Company shall give  
FCCSU-LLC notice of any such intent and shall offer each such opportunity to  
FCCSU-LLC, and FCCSU-LLC shall promptly notify all of its applicable  
Affiliate(s) of the Company's intent and offer. Such notice from the Company  
shall include a description of the particular type of Non-Consumer Card  
opportunity being offered. If FCCSU-LLC declines the offer or fails to respond  
to the offer within ten (10) business days, the Company shall be deemed to have  
satisfied and shall have no additional obligations under this Section 9.2 with  
respect to the type of Non-Consumer Card referenced aforementioned notice. If  
FCCSU-LLC, or one of its Affiliates accepts such offer within the applicable  
time period, then Company and FCCSU-LLC (or, if applicable, its Affiliate) shall  
negotiate in good faith towards an agreement to include such Non-Consumer Cards  
under this Agreement or within a new agreement. If they are unable to reach such  
an agreement within fifteen (15) business days following the commencement of  
such negotiations, the Company shall be deemed to have no additional obligations  
under this Section 9.2 with respect to such Non-Consumer Card.  
  
9.3 To preserve the benefits provided to FCCSU-LLC under this Agreement, in  
the event that GeoCities enters into any merger, acquisition, transfer of  
control or sale of substantially all of its assets to, or any similar  
transaction with, (a) any Competitor or any entity that owns a Competitor, or  
(b) any entity that due to its products, services and/or reputation creates a  
demonstrable and material conflict of interest for FCCSU-LLC or FUSA, FCCSU-LLC  
may have the right to terminate this Agreement upon thirty (30) days' notice.  
  
Section 10. Representations and Warranties  
  
10.1 FCCSU-LLC represents and warrants that (i) it is a limited liability  
company duly organized, validly existing and in good standing under the laws of  
the State of Delaware; (ii) the execution and delivery by FCCSU-LLC of this  
Agreement, and the performance by FCCSU-LLC of the transactions contemplated  
hereby, are within FCCSU-LLC's corporate powers, have been duly authorized by  
all necessary corporate action, do not require any consent or other action by or  
in respect of, or filing with, any third party or governmental body or agency  
(other than informational filings required by MasterCard or Visa), and do not  
contravene, violate or conflict with, or constitute a default under, any  
provision of applicable law or regulation or of the charter or by-laws of FCCSU-  
LLC or of any agreement, judgment, injunction, order, decree or other instrument  
binding upon FCCSU-LLC; and (iii) it has the right, power and authority to  
execute this Agreement and act in accordance therewith.  
  
10.2 The Company represents and warrants that it is a California corporation  
duly organized, validly existing and in good standing under the laws of the  
State of California. The Company further represents and warrants that (i) the  
execution and delivery by the Company of this Agreement, and the performance by  
the Company of the transactions contemplated hereby, are within the Company's  
powers, have been duly authorized by all necessary action, do not require any  
consent or other action by or in respect of, filing with,  
  
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any third party or any governmental body or agency, and do not contravene,  
violate or conflict with, or constitute a default under, any provision of  
applicable law, regulation, or under any governing documents, charter or bylaw,  
or any agreement, judgment, injunction, order, decree or other instrument  
binding on the Company; (ii) it is not aware of any claims, and is not currently  
involved in any litigation, challenging the Company's access to the Web and/or  
the Internet; and (iii) it has the right, power and authority to execute this  
Agreement and act in accordance herewith.  
  
Section 11. Indemnification  
  
11.1 The Company shall not be responsible in any way for any misrepresentation,  
negligent act or omission or willful misconduct of FCCSU-LLC, its Affiliates,  
officers, directors, agents, or employees in connection with the entry into or  
performance of any obligation of FCCSU-LLC under this Agreement. FCCSU-LLC will  
defend and indemnify GeoCities and its Affiliates (and their respective  
employees, directors and representatives) against any claim or action brought by  
a third party, to the extent relating to (a) the operation of the FUSA Site over  
which FCCSU-LLC and/or FUSA has control; or (b) the violation of third-party  
intellectual property rights by any editorial content or other materials  
provided by FCCSU-LLC for display on the GeoCities Site; or (c) in connection  
with the use or display of FUSA's or FCCSU-LLC's names, servicemarks, trademarks  
and similar property rights supplied to the Company by FCCSU-LLC pursuant to  
this Agreement. Subject to GeoCities' compliance with the procedures described  
in Section 11.3, FCCSU-LLC will pay any award against GeoCities or its  
Affiliates (or their respectiv  
  
third party, to the extent relating to (a) the operation of the GeoCities Site;  
(b) rules, regulations, laws, statutes or orders relating to the Company's  
business practice as an Internet provider, servicer and administrator; (c) the  
violation of any third-party intellectual property rights by any editorial  
content or other materials provided by GeoCities for display on the FUSA Site;  
or (d) in connection with the editorial content or materials (other than  
materials supplied by FCCSU-LLC or FUSA) displayed on the GeoCities Site or any  
other use or display of GeoCities' names, servicemarks, trademarks and similar  
property rights supplied to FCCSU-LLC or FUSA by the Company pursuant to this  
Agreement. Subject to FCCSU-LLC's compliance with the procedures described in  
Section 11.3, GeoCities will pay any award against FCCSU-LLC or its Affiliates  
(or their respective employees, or representatives) and any costs and attorneys'  
fees reasonably incurred by FCCSU-LLC and its Affiliates resulting from any such  
claim or action.  
  
11.3 In connection with any claim or action described in this Section, the  
Party seeking indemnification (a) will give the indemnifying Party prompt  
written notice of the claim, (b) will cooperate with the indemnifying Party (at  
the indemnifying Party's expense) in connection with the defense and settlement  
of the claim, and (c) will permit the indemnifying Party to control the defense  
and settlement of the claim, provided that the indemnifying Party may not settle  
the claim without the indemnified Party's prior written consent (which will not  
be unreasonably withheld). Further, the indemnified Party (at its cost) may  
participate in the defense and settlement of the claim, but may not interfere  
with the indemnifying Party's control of the defense and settlement of the  
claim(s).  
  
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Section 12. Intellectual Property Rights  
  
12.1 Subject to the limited license granted to GeoCities under Section 12.2,  
FCCSU-LLC reserves all of its right, title and interest in its intellectual  
property rights (e.g., patents, copyrights, trade secrets, trademarks and other  
intellectual property rights). Subject to the limited license granted to FCCSU-  
LLC under Section 12.3, GeoCities reserves all of its right, title and interest  
in its intellectual property rights (e.g., patents, copyrights, trade secrets,  
trademarks and other intellectual property rights). Neither Party grants any  
license to the other except as specifically set forth in this Section 12.  
  
12.2 FCCSU-LLC hereby grants to GeoCities, during the term of this Agreement, a  
non-exclusive, non-transferable license to use FUSA's trade names, trademarks,  
service names and similar proprietary marks as is reasonably necessary to  
perform GeoCities' obligations under this Agreement; provided, however, that any  
materials containing FUSA's trademarks, tradenames, servicemarks or other  
proprietary marks will be subject to FUSA's prior written approval.  
  
12.3 GeoCities hereby grants to FCCSU-LLC, during the term of this Agreement, a  
non-exclusive, non-transferable license to use GeoCities' trade names,  
trademarks, service names and similar proprietary marks as is reasonably  
necessary to perform its obligations under this Agreement; provided, however,  
that any materials containing GeoCities' trademarks, tradenames, servicemarks or  
other proprietary marks will be subject to GeoCities' prior written approval.  
  
12.4 Neither GeoCities nor FCCSU-LLC will use the other Party's (or FUSA's)  
trademarks, tradenames, servicemarks or other proprietary marks in a manner that  
disparages the other Party (or FUSA) or its products or services, or portrays  
the other Party or its products or services in a false, competitively adverse or  
poor light. However, any approvals given and received pursuant to the approval  
rights granted herein with respect to the use of each Party's trademarks,  
tradenames, servicemarks or other proprietary marks shall constitute a waiver of  
that Party's right to indicate such use as false, competitively adverse or in  
poor light. Each of GeoCities and FCCSU-LLC will comply with the other Party's  
requests as to the use of the other Party's trademarks, tradenames, servicemarks  
or other proprietary marks and will avoid any action that diminishes the value  
of such marks. Either Party's unauthorized use of the other's (or FUSA's)  
trademarks, tradenames, servicemarks or other proprietary marks is strictly  
prohibited.  
  
Section 13. Term and Termination  
  
13.1 The initial term of this Agreement will begin on the date first set forth  
above and will end twelve (12) months following the Commencement Date.  
  
13.2 No sooner than ninety (90) days after the Commencement Date and no later  
than one hundred eighty (180) days after the Commencement Date, the Parties  
mutually agree to  
  
[\*\*\*] Confidential treatment requested for redacted portion.  
  
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negotiate in good faith over a period of not more than forty-five (45) days  
toward an agreement whereby the Parties offer a Company Co-Branded Credit Card  
Product.  
  
13.3 In the event that the Parties enter into an agreement to issue a Company  
CoBranded Credit Card Product as provided in Section 13.2 of this Agreement,  
then no later than nine (9) months after the Commencement Date, the Parties  
agree to negotiate in good faith over a period of not more than forty-five (45)  
days for the purpose of entering into a combined agreement which serves as a  
successor to this Agreement and to the agreement created as a result of Section  
13.2.  
  
13.4 In the event that the Parties fail to enter into a successor agreement as  
provided in Section 13.3 of this Agreement, then FCCSU-LLC will have the option  
to renew the term of this Agreement for a single twelve (12) month renewal term  
by giving GeoCities written notice, at least thirty (30) days prior to the  
expiration of the initial term, indicating FCCSU-LLC's exercise of its option to  
renew the term of this Agreement. During any renewal term, all terms and  
conditions of this Agreement, unless explicitly amended in writing and except  
this Section 13.4 will remain in full force and effect, and except that the  
fixed placement fees payable pursuant to Section 6.2 will be adjusted [\*\*\*]. The  
parties acknowledge and agree that the result of the calculation described in  
the preceding sentence may increase or decrease the fixed placement fees payable  
by FCCSU-LLC. Further, the Company shall not impose an increase which is in  
proportion materially greater than the increases for its other Basic Commerce  
Platform partners.  
  
13.5 Either GeoCities or FCCSU-LLC may terminate this Agreement if the other  
Party materially breaches this Agreement and does not cure the breach within  
thirty (30) days following its receipt of written notice from the non-breaching  
Party except that the non-breaching Party may have an additional thirty (30)  
days to cure the breach if it can demonstrate that it needs the additional  
thirty (30) days to effectuate the cure. In the event that FCCSU-LLC terminates  
this Agreement pursuant to the terms of this Section 13.3, FCCSU-LLC's  
obligation to make any other payments under this Agreement will be eliminated in  
addition to any other remedies at law or in equity available to the non-  
breaching party.  
  
13.6 Sections 10, 11, 12, 14 and 15 (together with all other provisions which  
by their terms specifically state that they shall survive termination or  
expiration of this Agreement) will survive the termination or expiration of this  
Agreement.  
  
Section 14. Disclaimers, Limitations and Reservations  
  
14.1 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, GEOCITIES DOES NOT MAKE,  
AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE GEOCITIES  
SITE, GEOCITIES' SERVICES OR ANY PORTION  
  
[\*\*\*] Confidential treatment requested for redacted portion.  
  
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THEREOF, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY OR  
FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE  
FOREGOING, GEOCITIES SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY  
REGARDING (A) THE AMOUNT OF SALES REVENUE THAT FCCSU-LLC MAY RECEIVE DURING THE  
TERM, AND (B) ANY ECONOMIC OR OTHER BENEFIT THAT FCCSU-LLC MIGHT OBTAIN THROUGH  
ITS PARTICIPATION IN THIS AGREEMENT.  
  
14.2 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, FCCSU-LLC DOES NOT MAKE,  
AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE FUSA SITE,  
FCCSU-LLC'S SERVICES OR ANY PORTION THEREOF, INCLUDING (WITHOUT LIMITATION)  
IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.  
WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FCCSU-LLC SPECIFICALLY  
DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING (A) THE AMOUNT OF SALES  
REVENUES THAT MAY OCCUR DURING THE TERM, AND (B) ANY ECONOMIC OR BENEFIT THAT  
GEOCITIES MIGHT OBTAIN THROUGH ITS PARTICIPATION IN THIS AGREEMENT.  
  
14.3 NEITHER FCCSU-LLC NOR GEOCITIES WILL BE LIABLE TO THE OTHER FOR  
CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA)  
ARISING OUT OF THIS AGREEMENT. EACH PARTY'S ENTIRE LIABILITY ARISING FROM THIS  
AGREEMENT (EXCEPT FOR LIABILITIES ARISING UNDER SECTION 11 OR RESULTING FROM THE  
PARTY'S WILLFUL MISCONDUCT), WHETHER IN CONTRACT OR TORT, WILL NOT EXCEED AN  
AMOUNT EQUAL TO THE TOTAL AMOUNT PAID.  
  
14.4 FCCSU-LLC will remain solely responsible for the operation of the FUSA  
Site, and GeoCities will remain solely responsible for the operation of the  
GeoCities Site. Each Party (a) acknowledges that the FUSA Site and the GeoCities  
Site may be subject to temporary shutdowns due to causes beyond the operating  
Party's reasonable control, and (b) subject to the specific terms of this  
Agreement, retains sole right and control over the programming, content and  
conduct of transactions over its respective site. If temporary shutdowns due to  
causes beyond the operating Party's reasonable control continue for a period of  
five (5) business days or more, then the term of this Agreement shall be  
extended for a period of time equal to the time lost.  
  
Section 15. Miscellaneous  
  
15.1 The Parties are entering this Agreement as independent contractors, and  
this Agreement will not be construed to create a partnership, joint venture,  
franchise or employment relationship between them. Neither Party will represent  
itself to be an employee or agent of the other or enter into any agreement on  
the other's behalf or in the other's name.  
  
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15.2 (a) The Parties acknowledge and agree that the terms of this Agreement  
and all information provided to or in connection with either party's performance  
under this Agreement shall be considered confidential and proprietary  
information ("Confidential Information") and shall not be disclosed to any third  
party without the prior written consent of the Party providing the Confidential  
Information (the "Disclosing Party"). Confidential Information shall include,  
without limitation: (i) names, addresses, and demographic, behavioral, and  
credit information relating to FUSA Cardmembers or potential FUSA Cardmembers;  
(ii) Cardmember communication materials and issuance strategies or methods;  
(iii) each Party's trade secrets, including but not limited to, financial  
business objectives, assets and properties, processes, formulas, specifications,  
programs, instructions, source code, technical know-how, methods and procedures  
for operation, benchmark test results, information about employees, customers,  
strategies, services, business or technical plans and proposals in any form; and  
(iv) programming techniques and technical, developmental, cost and processing  
information.  
  
 (b) The Party receiving such Confidential Information (the "Receiving  
Party") shall use Confidential Information only for the purpose of performing  
the terms of this Agreement and shall not accumulate in any way or make use of  
Confidential Information for any other purpose. The Receiving Party shall ensure  
that only its employees, authorized agents, or subcontractors who need to know  
Confidential Information to perform this Agreement will receive Confidential  
Information and that such persons agree to be bound by the provisions of this  
Paragraph and maintain the existence of this Agreement and the nature of their  
obligations hereunder strictly confidential.  
  
 (c) The obligations with respect to Confidential Information shall not  
apply to Confidential Information that: (ii) either Party or its personnel  
already know at the time it is disclosed as shown by their written records; (ii)  
is publicly known without breach of this Agreement; (iii) either Party received  
from a third party authorized to disclose it without restriction; (iv) either  
Party, its agents or subcontractors, developed independently without use of  
Confidential Information; or (v) either Party is required by law, regulation or  
valid court or governmental agency order or request to disclose, in which case  
the Party receiving such an order or request, to the extent practicable, must  
give notice to the other Party, allowing them to seek a protective order.  
  
 (d) Each Party agrees that any unauthorized use or disclosure of  
Confidential Information may cause immediate and irreparable harm to the  
Disclosing Party for which money damages may not constitute an adequate remedy.  
In that event, each Party agrees that injunctive relief may be warranted in  
addition to any other remedies the Disclosing Party may have. In addition, the  
Receiving Party agrees promptly to advise the Disclosing Party in writing of any  
unauthorized misappropriation, disclosure or use by any person of the  
Confidential Information which may come to its attention and to take all steps  
at its own expense reasonably requested by the Disclosing Party to limit, stop  
or otherwise remedy such misappropriation, disclosure or use.  
  
 (e) Upon either Party's demand, or upon the termination of this  
Agreement, the Parties shall comply with each other's reasonable instructions  
regarding the disposition of  
  
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Confidential Information which may include return of any and all Confidential  
Information (including any copies or reproductions thereof). Such compliance  
shall be certified in writing, including a statement that no copies of  
confidential information have been kept.  
  
 (f) Except as necessary for its performance under this Agreement, Company  
shall not use the name of FUSA, its Affiliates or subsidiaries in connection  
with any representation, publication or advertisement, or make any public  
statement relating to FUSA, its Affiliates or subsidiaries, without the prior  
full disclosure of same to FUSA, and the prior written consent of FUSA.  
  
 (g) Except as may be required by law, regulation or any governmental  
authority, neither the Company, nor any of its Affiliates, shall issue a press  
release or make public announcement or any disclosure to any third party related  
to the transactions contemplated by this Agreement without the prior consent of  
FUSA, which consent shall not be unreasonably withheld or delayed.  
  
 (h) The obligations of this Paragraph 15.2 shall survive the termination of  
this Agreement for a period of two (2) years.  
  
15.3 Following the execution of this Agreement, FCCSU-LLC and GeoCities will  
prepare and distribute a joint press release (or coordinated press releases)  
announcing the transaction. The contents and timing of the release (or releases)  
shall be as mutually agreed by the Parties. Neither Party will issue any further  
press releases or make any other disclosures regarding this Agreement or its  
terms without the other Party's prior written consent unless required by law.  
  
15.4 In its performance of this Agreement, each Party will comply with all  
applicable laws, regulations, orders and other requirements, now or hereafter in  
effect, of governmental authorities having jurisdiction. Without limiting the  
generality of the foregoing, each Party will pay, collect and remit such taxes  
as may be imposed upon it with respect to any compensation, royalties or  
transactions under this Agreement. Except as expressly provided herein, each  
Party will be responsible for all costs and expenses incurred by it in  
connection with the negotiation, execution and performance of this Agreement.  
  
15.5 Neither FCCSU-LLC nor GeoCities will be liable for, or will be considered  
to be in breach of or default under this Agreement on account of, any delay or  
failure to perform as required by this Agreement as a result of any causes or  
conditions that are beyond such Party's reasonable control and that such Party  
is unable to overcome through the exercise of commercially reasonable diligence.  
If any force majeure event occurs, the affected Party will give prompt written  
notice to the other Party and will use commercially reasonable efforts to  
minimize the impact of the event.  
  
15.6 Notices deliverable under this Agreement shall be given in writing,  
addressed to the Parties set forth below and shall be deemed to have been given  
either one (1) day after being given to an express overnight carrier with a  
reliable system for tracking delivery; or when sent by a confirmed facsimile  
with another copy sent by any other means specified in this  
  
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paragraph; or three (3) business days after having been mailed postage prepaid  
by United States registered or certified mail:  
  
For notices to First USA: For notices to GeoCities:  
 Xxxxx X. Xxx  
Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Address: 3 Xxxxxxxxx Center, 000 X. Xxxxxx Xx. Vice President Business  
 Development  
City: Xxxxxxxxxx, XX 00000 0000 Xxxx Xxxxxx, 0xx Xxxxx  
 Xxxxx Xxxxxx, XX 00000-0000  
Facsimile:\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Copy to General Counsel (000) 000-0000  
  
15.7 If any litigation is commenced to enforce any provision of this Agreement  
or to seek a declaration of rights of the Parties hereunder or as a result of  
any breach of any provision of this Agreement, the prevailing Party will be  
entitled to recover from the non-prevailing Party all of its costs and expenses  
incurred in connection with such litigation, including without limitation  
reasonable attorneys' fees.  
  
15.8 Neither FCCSU-LLC nor GeoCities may assign this Agreement, in whole or in  
part, without the other Party's prior written consent (which will not be  
withheld unreasonably), except to (a) any corporation resulting from any merger,  
consolidation or other reorganization involving the assigning Party, (b) any of  
its Affiliates with reasonably comparable resources, or (c) any individual or  
entity to which the assigning Party may transfer substantially all of its  
assets; provided that the assignee agrees in writing to be bound by all the  
terms and conditions of this Agreement. Subject to the foregoing, this Agreement  
will be binding on and enforceable by the Parties and their respective  
successors and permitted assigns.  
  
15.9 Informal Dispute Resolution. Any controversy or claim between the  
 ---------------------------   
Company, on the one hand, and FCCSU-LLC, on the other hand, arising from or in  
connection with this Agreement whether based on contract, tort, common law,  
equity, statute, regulation, order or otherwise ("Dispute") shall be resolved as  
follows:  
  
 (a) Upon written request of either the Company, on the one hand, and   
FCCSU-LLC, on the other hand, a duly appointed representative(s) of each Party  
will meet for the purpose of attempting to resolve such Dispute. Should they be  
unable to resolve the Dispute, the Senior Marketing Executive will meet with  
FCCSU-LLC's Executive Vice President of Marketing (the "Executives") in an  
effort to resolve the Dispute. Said meeting shall be in person or by telephone.  
  
 (b) The Executives shall meet as often as the Parties agree to discuss the  
problem in an effort to resolve the Dispute without the necessity of any formal  
proceeding.  
  
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 (c) Formal proceedings for the resolution of a Dispute may not be  
commenced until the earlier of:  
  
 i. the Parties concluding in good faith that amicable resolution  
through the procedures set forth in subsections (a)-(b) hereof does not appear  
likely; or  
  
 ii. the expiration of the fifteen (15) business day period  
immediately following the initial request to negotiate the Dispute;  
  
provided, however, that this Section 15.9 will not be construed to prevent a  
Party from instituting formal proceedings earlier to avoid the expiration of any  
applicable limitations period, to preserve a superior position with respect to  
other creditors or to seek temporary or preliminary injunctive relief.  
  
15.10 Arbitration.  
 -----------   
  
 (a) If the Parties are unable to resolve any Dispute as contemplated by  
Section 15.9, such Dispute shall be submitted to mandatory and binding  
arbitration at the election of either the Company, on the one hand, and FCCSU-  
LLC, on the other hand (the "Disputing Party"). Except as otherwise provided in  
this Section, the arbitration shall be pursuant to the Commercial Arbitration  
Rules of the American Arbitration Association ("AAA").  
  
 (b) To initiate arbitration, the Disputing Party shall notify the other  
Party in writing (the "Arbitration Demand"), which shall (i) describe in  
reasonable detail the nature of the Dispute, (ii) state the amount of the claim,  
and (iii) specify the requested relief. Within fifteen (15) days after the other  
Party's receipt of the Arbitration Demand, such other Party shall file, and  
serve on the Disputing Party, a written statement (i) answering the claims set  
forth in the Arbitration Demand and including any affirmative defenses of such  
Party; (ii) asserting any counterclaim, which shall (A) describe in reasonable  
detail the nature of the counterclaim, and (B) state the amount of the  
counterclaim, and (C) specify the requested relief.  
  
 (c) If the amount of the controversy set forth in either the claim or  
counterclaim is less than $100,000, then the matter shall be resolved by a  
single arbitrator selected pursuant to the rules of the AAA; provided, however,  
that if the arbitration hearing is held in Los Angeles County, the arbitrator(s)  
shall be selected from the list of retired Los Angeles County Superior Court  
judges who serve as AAA arbitrators.  
  
 (d) If the amount of the controversy set forth in either the claim or  
counterclaim is equal to exceeds $100,000, then the matter shall be resolved by  
a panel of three arbitrators (the "Panel") selected pursuant to the rules of the  
AAA. Decisions of a majority of the members of the Panel shall be determinative;  
provided, however, that if the arbitration hearing is held in Los Angeles  
County, the arbitrator(s) shall be selected from the list of retired Los Angeles  
County Superior Court judges who serve as AAA arbitrators.  
  
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 (e) The arbitration hearing shall be held in such neutral location as the  
Parties may mutually agree or, if they cannot agree within five (5) business  
days after the date on which the first proposal of a neutral location is made,  
in the county in which the principal executive office of the Party that is not  
the Disputing Party is located. The Panel is specifically authorized in  
proceeding pursuant to Section (d) to render partial or full summary judgment as  
provided for in the Federal Rules of Civil Procedure. Unless otherwise agreed by  
the Parties, partial or full summary judgment shall not be available in  
proceedings pursuant to subsection (c) above. In the event summary judgment or  
partial summary judgment is granted, the nonprevailing Party may not raise as a  
basis for a motion to vacate an award that the Panel failed or refused to  
consider evidence bearing on the dismissed claim(s) or issue(s). The Federal  
Rules of Evidence shall apply to the arbitration hearing. The Party bringing a  
particular claim or asserting an affirmative defense will have the burden of  
proof with respect thereto. The arbitration proceedings and all testimony,  
filings, documents and information relating to or presented during the  
arbitration shall be deemed to be information subject to the confidentiality  
provisions of this Agreement. The Panel will have no power or authority, under  
the Commercial Arbitration Rules of the AAA or otherwise, to relieve the Parties  
from their agreement hereunder to arbitrate or otherwise to amend or disregard  
any provision of this Agreement, including, without limitation, the provisions  
of this Paragraph.  
  
 (f) Should an arbitrator refuse or be unable to proceed with arbitration  
proceedings as tailed for by this Section, the arbitrator shall be replaced  
pursuant to the rules of the AAA. If an arbitrator is so replaced after the  
arbitration hearing has commenced, then a rehearing shall take place in  
accordance with this Section and the Commercial Arbitration Rules of the AAA.  
  
 (g) At the time of granting or denying a motion of summary judgment as  
provided for in (e) and within fifteen (15) days alter the closing of the  
arbitration hearing, the arbitrator or Panel will prepare and distribute to the  
Parties a writing setting forth the arbitrator's or Panel's finding of facts and  
conclusions of law relating to the Dispute, including the reasons for the giving  
or denial of any award. The findings and conclusions and the award, if any,  
shall be deemed to be information subject to the confidentiality provisions of  
this Agreement.  
  
 (h) The arbitrator of Panel is instructed to schedule promptly all  
discovery and other procedural steps and otherwise assume case management  
initiative and control to effect an expeditious resolution of the Dispute. The  
arbitrator or Panel is authorized to issue monetary sanctions against either  
Party if, upon a showing of good cause, such Party is unreasonably delaying the  
proceeding.  
  
 (i) Any award rendered by the arbitrator or Panel will be final, conclusive  
and binding upon the Parties and any judgment hereon may be entered and enforced  
in any court of competent jurisdiction.  
  
 (j) Each Party will bear a pro rata share of all fees, costs and expenses  
of the arbitrators, and notwithstanding any law to the contrary, each Party will  
bear all the fees,  
  
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costs and expenses of its own attorneys, experts and witnesses; provided,  
however, that in connection with any judicial proceeding to compel arbitration  
pursuant to this Agreement or to confirm, vacate or enforce any award rendered  
by the arbitrator or Panel, the prevailing Party in such a proceeding shall be  
entitled to recover reasonable attorney's fees and expenses incurred in  
connection with such proceedings, in addition to any other relief to which it  
may be entitled.  
  
15.11 If any provision of this Agreement is declared null, void or otherwise  
unenforceable, such provision will be deemed to have been severed from this  
Agreement to the minimal extent if necessary, which Agreement will otherwise be  
and remain in full force and effect to its remaining provisions.  
  
15.12 This Agreement (a) represents the entire agreement between the Parties  
with respect to the subject matter hereof and supersedes any previous or  
contemporaneous oral or written agreements regarding such subject matter and (b)  
may be amended or modified only by a written instrument signed by a duly  
authorized agent of each Party.  
  
15.13 This Agreement will be interpreted, construed and enforced in all  
respects in accordance with the laws of the State of Delaware, without reference  
to its choice of law rules. If any provision of this Agreement is held to be  
invalid, such invalidity will not effect the remaining provisions.  
  
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The parties have executed this Agreement on the date first written above.  
  
First USA  
  
 /s/Xxxxxx Xxxxxx  
By: Xxxxxx Xxxxxx  
Its: Executive Vice President  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Facsimile:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
and  
  
  
 /s/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Its: Vice President  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Facsimile:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
GeoCities  
  
 /s/Xxxxx X. Xxx  
By: Xxxxx X. Xxx  
Its: Vice President Business Development  
 0000 Xxxx Xxxxxx, 0xx Xxxxx  
 Xxxxx Xxxxxx, Xxxxxxxxxx 00000  
 Facsimile:\_\_\_\_\_\_\_\_\_\_\_  
and  
  
  
 /s/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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 EXHIBIT A - Linkage  
  
  
  
FUSA Icon  
  
  
  
Return Icon  
  
 21  
  
   
 EXHIBIT B  
 Deployment of minimum FCCSU-LLC Advertising on GeoCities Platform  
  
  
  
  
 Above Fold Below Fold Implementation  
 Imp/[\*\*\*] Imp/[\*\*\*] Timeframe  
 ---------- ---------- -----------------  
   
Guaranteed Ads\*\* [\*\*\*] Commencement Date  
Guaranteed Popups [\*\*\*] Commencement Date  
  
GeoCities Home Page [\*\*\*] Commencement Date  
Neighborhood Homepages [\*\*\*] [\*\*\*] Commencement Date  
 (currently 39 and growing)  
Neighborhood Topic pages [\*\*\*] [\*\*\*] Commencement Date  
 (currently between 500 and 600)  
  
World Report  
On Release & Every 2 Months [\*\*\*] 15 days after  
(approx. 900,000 copies/issue) Commencement Date  
  
E-mail Solicitations per Quarter [\*\*\*] 30 days after  
(approx. 600,000 addresses) Commencement Date  
  
Marketplace 30 days after  
 [\*\*\*] Commencement Date  
  
Permanent Presence on 90 days after  
Registration Pages for Commencement Date  
New Users (21+) [\*\*\*]  
  
Permanent Presence in 90 days after  
Financial Center [\*\*\*] Commencement Date  
  
Grand Total Imp/[\*\*\*] [\*\*\*]  
Grand Total Imp/[\*\*\*] [\*\*\*]  
  
  
\* Imp/[\*\*\*] shall mean Impressions per [\*\*\*]  
\*\* Ads shall mean advertisements, type at FCCSU-LLC's discretion (Banner, Popup)  
\*\*\* Adjusted for monthly volume  
  
[\*\*\*] Confidential treatment requested for redacted portion.  
  
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