



MASTER AFFINITY AGREEMENT

This Master Affinity Agreement is made as of the 31 day of May, 2010 ("Effective Date"), between **UNITED SERVICES AUTOMOBILE ASSOCIATION** ("USAA"), a reciprocal interinsurance exchange having its offices at 9800 Fredericksburg Road, San Antonio, Texas 78288 and the and **TEXAS AGGIE CORPS OF CADETS ASSOCIATION**, a Texas Non-Profit Corporation with offices located at 4520 Lindenwood Drive, Frisco, Texas 75034 ("CCA") (each a "Party" and collectively the "Parties").

USAA and its Affiliates are engaged in the business of providing financial products and services to, primarily, members of the U.S. military and their families; and

CCA is a member based entity and desires to offer certain endorsed financial products and services to its Members (hereinafter defined); and

CCA also has certain media space available for general marketing activities and desires to provide such space to USAA; and

USAA desires to offer such endorsed products and services to Members and acquire the media space available for its general marketing use according to the terms and conditions contained in this Agreement and associated Addenda.

Now, therefore, in consideration of the promises and mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, USAA and CCA agree as follows:

ARTICLE 1: DEFINITIONS

1.1 "Affiliate" means with respect to a Party, any corporation, partnership, joint venture, joint stock company, limited liability company, trust, estate, association or other entity the existence of which is recognized by any governmental authority, (collectively an "Entity") that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with either Party listed herein or an Entity in which either Party has any direct or indirect ownership interest, whether controlling or not, of at least fifty percent (50%), at any time during the term of this Agreement. For purposes of this definition the term "controls", "is controlled by" or "under common control with" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

1.2 "Addendum or Addenda" means one or more, as the case may be, addendum, purchase order or other document that may be attached to this Agreement or which incorporates this Agreement by reference.

1.3 "Agreement" means this Master Affinity Agreement, and any and all addenda, appendices, exhibits, and schedules attached hereto or incorporated herein by reference.

1.4 "Disclosing Party" means anyone releasing Confidential Information.

1.5 "Member(s)" means any individual who is a member of CCA

1.6 “Person” means any individual, corporation, partnership, firm, joint venture, association, joint-stock company, limited liability company, trust, unincorporated organization, governmental, judicial or regulatory body, business unit, division or other entity.

1.7 “Recipient” means anyone who receives Confidential Information.

1.8 “Term” means the Initial Term and Extended Term collectively.

In addition to the terms defined above, other defined terms are used in this Agreement and such terms shall have the meanings defined for such terms in the first paragraph where they appear.

ARTICLE 2: SERVICES

The services to be performed shall be specified on one or more Addendum.

ARTICLE 3: RELATIONSHIP MANAGER

3.1 **Relationship Managers.** Each Party will designate and provide business relationship manager(s) (“Relationship Managers”) to manage the day-to-day relationship and handle problem resolution between CCA and USAA. Each Party’s Relationship Manager will respond to issues as promptly as commercially reasonable under the circumstances. Each Party’s Relationship Manager shall be available during normal working hours, except holidays. Each Party will provide backup Relationship Managers in the absence of its regular Relationship Manager.

ARTICLE 4: COMPENSATION

4.1 **Fees.** USAA shall pay CCA in accordance with the fees and payment terms specified in the applicable Addendum.

4.2 **Payment.** All fees shall be due by USAA as specified in the applicable Addendum and paid using electronic funds transfer (“EFT”) in accordance with Exhibit A.

4.3 **Disputes.** If either Party disputes any fee or other charge, USAA and CCA will use their best efforts to resolve the dispute within forty-five (45) days. USAA will pay any undisputed amounts due. Each Party will provide the other Party with copies of all supporting documentation relating to the dispute within fifteen (15) days after written notification has been provided. The disputed amount (or such amount as may be ultimately determined to be correct) shall not be due until fifteen (15) days after the dispute is resolved. Notwithstanding anything contained herein, USAA shall have no obligation to pay a disputed amount until resolution of the dispute.

ARTICLE 5: TERM OF AGREEMENT

5.1 **Initial Term.** The term of this Agreement shall commence on the Effective Date and shall be in effect until September 30, 2020 unless otherwise terminated pursuant to Article 6 of this Agreement (“Initial Term”).

5.2 **Automatic Renewal of Initial Term.** This Agreement shall automatically renew for an additional five-year period under the same terms and conditions (the “Extended Term”) unless either Party provides the other Party written notice of its intent not to renew at least one hundred-eighty (180) days before the Initial Term of this Agreement expires.

ARTICLE 6: TERMINATION AND RELATED TRANSITION ASSISTANCE**6.1 Mutual Termination Rights.** Either Party may terminate any Addendum:

6.1.1 immediately for failure of the other Party to comply with, or for unsatisfactory performance of, the terms of such Addendum and such breach is not cured within thirty (30) days after written notice of such breach is provided to such other Party; provided however, that if the nature of the breach is such that it cannot be reasonably cured within said thirty (30) day period then the cure period will be extended for such additional period of time as is reasonably necessary up to cure such breach, not to exceed an additional 60 days if: (i) the defaulting party is making all reasonable efforts to promptly cure the breach; (ii) and provides notice of the need for the extension within the initial thirty (30) day cure period; or

6.1.2 immediately in the event the other Party seeks the protection of any bankruptcy court, becomes insolvent, or makes an assignment for the benefit of creditors; or

6.1.3 immediately if the other Party is in violation of Article 11 (assignments or change in control.)

6.2 USAA Termination Rights. USAA may terminate this Agreement or any Addendum without regard to breach or default upon one hundred-eighty (180) days written notice from USAA.

6.3 Survival. The obligations relating to Articles 7 (confidential information), 9 (representations and warranties), 10 (defense, indemnity, and insurance), 14 (publicity) and 24 (officers and directors) will survive any expiration or termination of this Agreement or any Addendum hereto.

6.4 Effect of Termination or Expiration.

6.4.1 Following termination or expiration of this Agreement or any Addendum, USAA may, in its sole discretion, target communications (electronic, print or otherwise) directly to Members, who are also USAA customers, regarding the fact that this Agreement or Addendum has been terminated. USAA shall not disparage CCA or its products and services in any communications; nor shall CCA disparage USAA, its Affiliates, or their products and services in any communications.

ARTICLE 7: CONFIDENTIAL INFORMATION

7.1 Confidential Information. Confidential Information shall mean all documents, materials, data and information, in whatever form received, created or gathered, including, but not limited to, verbal, written, magnetic, electronically recorded, tangible or intangible, which have or will come into the possession of a Party hereto relating to and furnished by the other Party, its representatives or the Members in connection with this Agreement or the transactions contemplated hereby, which are proprietary or confidential in nature, including, but not limited to, the following: financial information; terms and conditions of this Agreement; business plans; technology; unique marketing philosophies and objectives, and activity reports. Confidential Information shall not include information that:

7.1.1 at the time it is disclosed, is already in the rightful possession of the receiving Party or available to the receiving Party, or its officers, directors, employees or Affiliates, from any other source having no obligation not to disclose it; or

7.1.2 is, or any time thereafter, becomes available to the general public other than as a result of disclosure by the receiving Party; or

7.1.3 after it is disclosed, is at any time obtained by the receiving Party from any other Person having no obligation not to disclose it; or

7.1.4 is developed by a Party hereto or any of its Affiliates independently, without reference to any Confidential Information.

7.2 Disclosure and Use for Purposes of this Agreement. The Recipient will protect the Disclosing Party's Confidential Information, will only use the Confidential Information in connection with performance under this Agreement and will only disclose Confidential Information to Persons who have a "need to know" the Confidential Information in connection with performance under this Agreement. The Recipient will apprise said Persons of the confidentiality obligations and ensure that they comply with the terms of this Agreement. The Recipient shall be responsible for any breach of the confidential obligations by such Persons. The Recipient will notify the Disclosing Party as soon as possible of any misuse of or unauthorized access to Confidential Information of which it becomes aware and will cooperate in remedying such situation promptly. The Recipient may disclose Confidential Information if required to be disclosed by a court order or operation of law. Before disclosing any Confidential Information of the Disclosing Party under court order or operation of law, the Recipient shall provide the Disclosing Party reasonable notice and the opportunity to object to or limit such disclosure

7.3 Ownership. The Parties agree that each Party is deemed to be the sole owner of all Confidential Information disclosed by such Party to the other Party. Confidential Information provided directly by Members to USAA will be deemed to be USAA's Confidential Information. Except as otherwise provided in this Agreement, or as the Parties may agree from time to time, nothing in this Agreement shall be construed to convey to the receiving Party any right, title, interest or copyright in any Confidential Information or any license to use, sell, exploit, copy or further develop any such Confidential Information.

7.4 Prohibited Use and Disclosure. USAA and CCA, for themselves and their respective officers, directors, employees, representatives, Affiliates and agents agree that they shall treat and hold in trust all Confidential Information solely for the Disclosing Party's benefit or otherwise destroy such Confidential Information. Neither Party hereto shall disclose, publish or make use of the Confidential Information without the express written consent of a duly authorized corporate officer of the disclosing Party other than in accordance with this Agreement.

7.5 Termination. Except as set forth below or as required by law, after termination of this Agreement, each Party shall promptly return to the other Party, or at the other Party's option either certify destruction of, or take commercially reasonable steps to protect the confidentiality of all tangible material containing or otherwise reflecting Confidential Information. If either Party has provided Confidential Information of the other Party to third parties in accordance with the terms of this Agreement, the Party providing such Confidential Information to third parties shall be responsible for such third parties compliance with the requirements of this Article.

ARTICLE 8: USE OF MARKS

8.1 Use and Ownership of USAA Marks. USAA retains the exclusive ownership right to any distinctive trade names, logos, trademarks, service marks, product identifications, artwork, imagery, pictures and other symbols and devices associated with USAA's products or services (collectively referred to herein as "USAA Marks") that have been or may hereafter be created or developed by USAA. USAA shall provide the USAA Marks that shall be used by CCA in marketing the Program on a non-exclusive, nontransferable, non-assignable license basis during the term of this Agreement. CCA shall not use the USAA Marks in any manner without USAA's prior written consent. All uses by CCA of USAA Marks shall inure solely to the benefit of USAA. Subject to this Section 8.1, upon the termination or expiration of this Agreement, CCA shall immediately discontinue the use of such USAA Marks and promptly destroy or return to USAA any tangible materials bearing such USAA Mark, excluding past issues of printed documents such as magazines or calendars.

8.2 Use and Ownership of CCA Marks. CCA retains the exclusive ownership right to any distinctive trade names, logos, trademarks, service marks, product identifications, artwork, imagery, pictures and other symbols and devices associated with CCA'S products or services (collectively referred to herein as "CCA Marks," collectively with USAA Marks, the "Marks") that have been or may hereafter be created or developed by CCA. USAA and its Affiliates shall have limited authority to use CCA Marks in Marketing Materials on a

non-exclusive, nontransferable, non-assignable license basis during the term of this Agreement; provided that, USAA and its Affiliates shall not use the CCA Marks in any manner inconsistent with the terms of this Agreement without the prior written consent of CCA. Upon the termination or expiration of this Agreement, USAA and its Affiliates shall immediately discontinue the use of such CCA Marks and promptly destroy or return to CCA any tangible materials bearing such CCA Marks.

8.3 Notification of Infringements and Claims. Each Party hereto shall immediately notify the other Party of any apparent infringement of, or challenge to, the Party's use of any of the other's Marks or claim by any Person of any rights in any of the other Party's Marks. In such event, the Party providing such notice shall not communicate with any Person other than the other Party and its counsel in connection with any such infringement, challenge or claim, unless otherwise authorized by the other Party. As between the Parties, the owner of the Marks shall have sole discretion to take such action as it deems appropriate in connection with the foregoing, and the right to control exclusively any settlement, litigation, arbitration or U.S. Patent and Trademark Office or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to the owner's Marks. The Party using the other Party's Marks agrees to execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of owner's counsel, be reasonably necessary or advisable to protect and maintain the owner's interests in any litigation, proceeding or otherwise relating to any of the owner's Marks. Any costs associated with such assistance will be reimbursed by the owner of the Marks to the other Party providing assistance.

8.4 Approval of Proposed Use of Marks. Neither CCA nor USAA shall use marketing materials, proposals or any other presentations that contain references to CCA or USAA or their respective Affiliates in general, or in relation to the products and services provided under the scope of this Agreement and associated Addenda, unless the material has been previously reviewed and approved in writing by both parties. Notwithstanding the foregoing, either Party may, in its sole and absolute discretion, disapprove any communication that it believes to be inconsistent with its image. Each Party agrees to promptly update any Mark of the other Party maintained by such Party regardless of the media in which such Mark is used. If any such use of material presented by USAA to CCA is not approved or disapproved within ten (10) business days it shall be deemed approved by CCA. If any such use of material presented by CCA to USAA is not approved or disapproved within ten (10) business days it shall be deemed disapproved by USAA.

ARTICLE 9: REPRESENTATIONS AND WARRANTIES

9.1 CCA Representations and Warranties.

9.1.1 CCA is a corporation in good standing organized pursuant to the laws of its State of incorporation.

9.1.2 CCA has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

9.1.3 CCA is not currently under any order either from a court or a state regulatory body prohibiting it from performing its Services in any state.

9.1.4 CCA is solvent at the time of execution of this Agreement and performance of its obligations hereunder shall not cause it to become insolvent.

9.1.5 There are no legal actions threatened or pending against CCA which would materially affect performance under this Agreement. CCA will notify USAA of any which develop during the term of this Agreement.

9.1.6 CCA has all the requisite approvals, right and authority to use and provide the CCA Marks as contemplated herein.

9.1.7 CCA will perform its obligations with reasonable skill, care, and diligence.

9.1.8 CCA will perform its obligations in compliance with all applicable statutes and regulations.

9.1.9 CCA will not share, recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, any software or hardware contained in the website or the services of USAA or its Affiliates.

9.2 USAA Representations and Warranties.

9.2.1 USAA is a reciprocal interinsurance exchange in good standing, organized pursuant to the laws of the State of Texas.

9.2.2 USAA has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

9.2.3 USAA is not currently under any order either from a court or a state regulatory body prohibiting it from operating its Services in any state.

9.2.4 USAA is solvent at the time of execution of this Agreement and performance of its obligations hereunder shall not cause it to become insolvent.

9.2.5 There are no legal actions threatened or pending against USAA which would materially affect performance under this Agreement. USAA will notify CCA of any which develop during the term of this Agreement

9.2.6 USAA has all the requisite approvals, right and authority to use and provide the USAA Marks as contemplated herein

9.2.7 USAA will perform its services with reasonable skill, care and diligence.

9.2.8 In providing such services, USAA will comply with all applicable statutes, regulations and industry codes of conduct and practice as mandated by any Regulatory Authority.

9.2.9 USAA will not share, recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, any software or hardware contained in the website or the services of USAA or its Affiliates.

ARTICLE 10: DEFENSE, INDEMNIFICATION AND INSURANCE

10.1 **Notice.** In the event a claim by a third party is made against USAA or CCA or their respective Affiliates, officers, directors, members and employees (each an "Indemnified Party") directly relating to or arising out of:

10.1.1 acts or omissions by or on behalf of the other Party (the "Indemnifying Party") pursuant to this Agreement;

10.1.2 breach of a representation or warranty contained in this Agreement; or

10.1.3 any other breach of this Agreement;

then the Indemnified Party shall give prompt notice in writing to the Indemnifying Party.

10.2 **Indemnification.** Upon receipt of notice specified above, the Indemnifying Party will fully indemnify, defend and hold the Indemnified Party harmless from all claims, damages, attorney fees, costs and the expenses associated with the defense of such claims.

10.3 Cooperation. The Indemnified Party shall fully cooperate with the Indemnifying Party in the defense of such claim at the Indemnifying Party's expense.

ARTICLE 11: ASSIGNMENTS OR CHANGE IN CONTROL

Neither Party may assign its rights or obligations under this Agreement or any Addendum without the prior written consent of the other Party; provided, however that nothing in this provision or this Agreement shall prohibit either Party from assigning its rights or obligations hereunder to an Affiliate, but such assignment shall not release the Party from its obligations under this Agreement or any Addendum. The Parties agree that a merger, consolidation or acquisition of a controlling interest in a party shall be deemed an assignment of this Agreement for purposes of this provision. The terms of this Agreement or any Addendum shall be binding upon and inure to the benefit of the authorized successors and assigns of the Parties hereto.

ARTICLE 12: NO THIRD PARTY BENEFICIARY

This Agreement is not intended to create any third party beneficiary rights in any Person, including any Member.

ARTICLE 13: TAXES

Each Party shall be responsible for payment of its own federal, state and local taxes applicable to the income generated to such Party under this Agreement and for its own sales or use tax liabilities.

ARTICLE 14: PUBLICITY

Neither Party shall use or imply the name, Marks or identity, of the other Party or its Affiliates, in any publicity matter without the prior, written consent of the other Party. All contact with the media concerning this Agreement must be approved in advance by the public relations department for both Parties and such approval will not be unreasonably withheld or delayed.

ARTICLE 15: GOVERNING LAW

This Agreement shall be interpreted and governed by the law of the State of Texas, without regard to conflict of law principles. If any provision contained in this Agreement is held invalid, illegal, or unenforceable, then this Agreement will be construed as if such provision had never been contained herein.

ARTICLE 16: NOTICES

All notices requested under this Agreement shall be deemed given upon receipt when mailed by certified mail, return receipt requested or by established overnight carrier (e.g., Federal Express, UPS) against a signed receipt. Notice shall be sent to:

United Services Automobile Association
9800 Fredericksburg Rd., D3E
San Antonio, Texas 78288
ATTN: Marc Hildebrand, Director
Affinity Management & Development

With a copy to:

United Services Automobile Association
 9800 Fredericksburg Rd, D3E
 San Antonio, Texas 78288
 ATTN: Michelle Bosarge, Contract Advisor
 Affinity Management & Development

Notices to CCA shall be sent to:

Texas Aggies Corps of Cadets Association
 4520 Lindenwood Drive
 Frisco, Texas 75034
 Attn: Don Crawford, 877-892-4222

ARTICLE 17: FORCE MAJEURE

Neither Party shall be held responsible or liable under this Agreement due to strikes, lockouts, riots, fires, acts of God, or any other cause beyond such Party’s reasonable control. This Article shall not relieve the Parties of their obligation to have commercially reasonable contingency plans in place to restore service and operations, to mitigate exposure and put in place other foreseeable protections. In the event that one Party has a force majeure event preventing them from performing under this Agreement for more than thirty (30) consecutive calendar days, the other Party to this Agreement may terminate this Agreement without default.

ARTICLE 18: DISPUTES

18.1 Informal Dispute Resolution. Without limiting any other remedy set forth in this Agreement, this Article shall govern any dispute between USAA and CCA arising from or related to the subject matter of this Agreement that is not resolved by agreement between their respective personnel responsible for day-to-day administration and performance of this Agreement (“Dispute”). If any of the provisions of this Article are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and binding on the parties to the fullest extent permitted by law. Other than a suit seeking injunctive relief with respect to intellectual property rights, the Party believing itself aggrieved (the “Invoking Party”) will call for progressive management involvement in the dispute negotiation by giving written notice to the other Party in the manner set forth below prior to submitting any Dispute to mediation or arbitration. USAA and CCA will use their best efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between their negotiators at the following successive management levels, each of which will have a period of allotted time as specified below in which to attempt to resolve the dispute.

USAA	CCA	Resolution Time
Contract Advisor, Corporate Negotiator, or Director, Company & Staff Agency Contracting	Executive Director	5 business days
Executive Director, Contracting or Assistant Vice President, Contracting	Executive Director	5 business days
Vice President, Procurement or Senior Vice President, Corporate Services	Executive Director	10 business days

The allotted time for the first-level negotiators will begin on the date of the Invoking Party’s notice. If a resolution is not achieved by the negotiators at any given management level at the end of their allotted time, then the allotted time for the negotiators at the next management level, if any, will begin immediately. If a resolution is not achieved by any of the preceding, then either Party may proceed in mediation. Notwithstanding the

foregoing resolution procedure, an arbitration proceeding may be filed to avoid the expiration of a statute of limitation applicable to a particular claim pending resolution in the manner and order required by this Article 18.

18.2 Mediation.

18.2.1 A Party shall submit a Dispute to mediation by written notice to the other Party or Parties. The mediator shall be selected by the Parties. Any mediator must be acceptable to all Parties. If the Parties cannot agree on a mediator, a mediator shall be designated by the American Arbitration Association ("AAA") at the request of a Party. The Mediation Rules of the AAA shall be used at the mediation. The mediation shall take place in San Antonio, Bexar County,.

18.2.2 The mediator shall conduct the mediation as he/she determines, with the agreement of the Parties. The Parties shall discuss their differences in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the Dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

18.2.3 Each Party shall bear its own costs in the mediation. The Parties shall share equally the fees and expenses of the mediator.

18.2.4 If the Parties have not resolved a Dispute within thirty (30) days after written notice beginning mediation (or a longer period, if the Parties agree to extend the mediation), the mediation shall terminate and the Dispute shall be settled by arbitration. In addition, if a Party initiates litigation, arbitration, or other binding dispute resolution process without initiating mediation, or before the mediation process has terminated, an opposing Party may deem the mediation requirement to have been waived and may proceed with arbitration.

18.3 Arbitration.

18.3.1 The arbitration will be conducted in accordance with the procedures in this document and the AAA Rules for Arbitration ("Rules") as in effect on the date of the Agreement, or such other rules and procedures as the Parties may agree. In the event of a conflict, the provisions of this document will control. The arbitration shall take place in San Antonio, Bexar County, Texas.

18.3.2 The arbitration will be conducted before a panel of three arbitrators, two of whom are to be designated by the Parties from the AAA. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may be appointed unless he or she has agreed in writing to these procedures. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction.

18.3.3 Nothing in this Article 18 shall prohibit or otherwise limit a Party's right to initiate litigation to enforce the Arbitration Panel's award as described herein, to obtain injunctive relief as permitted under the terms of this agreement and at law or in equity (including enforcement of any equitable remedies to preserve confidentiality or intellectual property rights), or preserve a superior position with respect to other creditors.

18.3.4 Discovery shall be permitted in connection with the arbitration in accordance with the Federal Rules of Civil Procedure. The arbitrator(s) must give effect to legal privileges including the attorney-client privilege and the work-product immunity.

18.3.5 All aspects of the arbitration shall be treated as confidential. The Parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the

Rules and the terms of this Agreement. Before making any such disclosure, a Party shall give written notice to all other Parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

18.3.6 The result of the arbitration shall be binding on the Parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

18.3.7 Each Party agrees to continue performing its obligations under this Agreement while any dispute is being resolved unless and until such obligations are terminated by the termination or expiration of this Agreement or court order.

ARTICLE 19: NO IMPLIED WAIVERS

The failure of either Party to exercise any rights under this Agreement shall not constitute a waiver or forfeiture of such rights. Any consent by any Party to, or a waiver of, a breach by the other shall be in writing and shall not constitute consent to or waiver of any different or subsequent breach.

ARTICLE 20: LEGAL STATUS/REGULATORY CHANGES

CCA shall notify USAA, in writing, of any regulatory issues, arbitration, or litigation, pending or active, that may affect CCA's obligations under this Agreement or any Addendum, promptly upon learning of same, but in any event no later than thirty (30) days after CCA becomes aware of such matters.

ARTICLE 21: COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall constitute an original.

ARTICLE 22: ENTIRE AGREEMENT

This Agreement, the attachment and Exhibits contain the entire agreement of the Parties on the subject matter covered by this Agreement. It shall not be modified, except by a written instrument, executed by both Parties, which specifically refers to this Agreement and expressly recites its purpose to modify the same. This Agreement supersedes any and all previous agreements related to the products or services identified herein, whether oral or written, between the Parties.

ARTICLE 23: SEPARATE ENFORCEMENT OF PROJECT ADDENDUM

CCA acknowledges that each Project Addendum executed by a USAA Entity incorporating some or all of the terms of this Agreement constitutes a separate agreement of the parties thereto. As such, breach or termination of any Addendum will only be a breach or termination of that particular Addendum unless otherwise specifically provided in any such Addendum.

ARTICLE 24: OFFICERS AND DIRECTORS

CCA acknowledges that this Agreement is an obligation of USAA, and agrees that no personal liability shall extend to any officer, director, member, agent or employee of USAA.

In witness whereof, the parties have executed this Agreement as of the Effective Date above.

UNITED SERVICES AUTOMOBILE
ASSOCIATION

By: *Terri N. Zoeller*

Name: *Terri N. Zoeller*

Title: *AVP, Procurement*

Date: *May 27, 2010*

TEXAS AGGIE CORPS OF CADETS
ASSOCIATION

By: *Don E. Crawford*

Name: *Don E. Crawford*

Title: *EXECUTIVE DIRECTOR*

Date: *MAY 27, 2010*

**EXHIBIT A
ELECTRONIC FUNDS TRANSFER
PROCEDURES**

For any amounts owed by USAA to CCA under any Addendum, USAA may initiate Entries (hereinafter defined) to the CCA'S account specified on the attached EFT Implementation Form ("Account") in payment of obligations owed by USAA to CCA on the terms set forth below. "Entries" mean, an instruction sent by USAA to its originating bank to pay or to cause another bank to pay an unconditioned specified amount of money to CCA. CCA hereby authorizes USAA to initiate Entries for obligations owing to CCA from time to time. The financial institution specified on the EFT Implementation Form attached hereto is hereby authorized to credit and, if USAA notifies CCA in advance and CCA gives its consent, to debit adjustments to such Entries to the Account.

Compliance with Rules. CCA and USAA agree to comply with and be bound by the National Automated Clearing House Rules in effect from time to time.

CCA'S Account. The Account is the deposit account maintained by CCA and specified in the attached EFT Implementation Form. Any changes in the CCA'S deposit account should be communicated to USAA by completing a new EFT Implementation Form. Changes should be sent by facsimile to USAA Accounts Payable at 866-851-3640 or 866-282-9021.

USAA will normally be able to initiate Entries to the new account within thirty (30) days of receipt of notification.

Failure or Delay of Payment. USAA shall not be deemed to default of any applicable contractual relationship between the parties giving rise to an obligation of USAA to pay CCA (the "Business Agreement") or suffer any loss of discount or other penalty by reason of any delay in receipt by CCA'S financial institution, the non-receipt by such institution of any Entry initiated by USAA or failure or delay by the funds transfer system. However, any such failure, delay, or non-receipt does not extinguish USAA'S obligation to pay CCA under the terms of the Business Agreement as soon as practicable after the failure, delay or non-receipt is discovered.

No Default. USAA shall not be deemed to be in default of the Business Agreement if any other means of payment (e.g. paper check or wire transfer) shall be made by USAA in accordance with the terms of the Business Agreement.

Remittance Information. For each Entry initiated, USAA shall communicate the information related to the payment ("Remittance Information") as specified in the attached EFT Implementation Form. CCA acknowledges that its receipt of Remittance Information, if communicated separately from the payment to which the Remittance Information relates, will not constitute a warranty by USAA that the funds transfer has been initiated or that any resulting payment order will be accepted by CCA'S financial institution on any date specified in the Remittance Information.

Timeliness. A payment from USAA to CCA shall be considered timely with respect to any due date determined in accordance with the Business Agreement if USAA initiates the Entry no later than such payment due date. However, if financial institutions are not open for business on such payment due date, USAA'S payment shall be deemed timely if the Entry is initiated on the next day financial institutions are open for business.

Partial Payments. Notwithstanding any statement contained in any Remittance Information to the contrary, the completion of any funds transfer hereunder shall not constitute full satisfaction of USAA'S obligations if the amount paid is less than that required by the underlying business obligation owed by USAA to CCA.

Security Procedures. Payment instructions and Remittance Information exchanged shall be solely used for the purpose intended under the terms of the Business Agreement and shall not be made available for any other purposes. Each Party shall employ reasonable security procedures to ensure that payment instructions, Remittance Information, notices and other information specified herein that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete, and reasonably

protected from access, use or modification by persons not specifically authorized to carry out the purposes of the Business Agreement.

Questions and Errors. In the event of any question or error relating to Entries initiated, CCA should contact the Accounts Payable hotline at (210) 498-2288.

EFT Implementation Form

This form is used to designate the CCA'S depository institution information and to identify how payment and remittance detail will be provided. Please complete the form (with signature) and fax it to USAA Accounts Payable at 866-851-3640 or 866-282-9021.

Payment and remittance detail will be sent to the CCA'S depository institution specified below in one of the following NACHA formats:

_____	CTX	✓	_____	CCD
_____	CCP			

Depository Institution: WELLS FARGO BANK, NA
 Address: 3000 SPECTRUM DRIVE
ADDISON TX 75011

Account Number: 7400 551056

Account Name: TEXAS AGGIE CORPS OF CADETS ASSOCIATION

Transit Routing Number: 111 900 0559

Email address: DON @ CORPS OF CADETS. ORG
 (*Email address will be used to notify your organization the date and amount of the deposit and how the payment should be applied to USAA's balance)

Name of _____

By: Mark Crawford
 Signature of Authorized Representative

Date: MAY 28, 2010



ADDENDUM 01 TO AFFINITY AGREEMENT AFFINITY CARD PROGRAM

This Addendum 01 entered to be effective as of the 31 day of May, 2010 by and between USAA SAVINGS BANK ("USB") an FDIC insured Nevada thrift company and the TEXAS AGGIE CORPS OF CADETS ASSOCIATION ("CCA"), a Non-Profit Organization, governs the operation of the Affinity Card Program and is attached to and incorporates by reference all the terms and conditions of the MASTER AFFINITY AGREEMENT (the "Agreement"), executed on May 31, 2010, USAA Contract Control Number 1029280 by and between UNITED SERVICES AUTOMOBILE ASSOCIATION ("USAA") and CCA with USB having all the rights and obligations of USAA thereunder. To the extent of a conflict between the Agreement and this Addendum 01 the terms of this Addendum 01 will supersede. Terms not defined herein shall have the same meaning assigned under the Agreement.

The Parties desire to offer a Program that enables Members to apply for credit cards issued by USB; and

The Card and other Program marketing materials will include images and logos selected by CCA that promote the CCA and USB Affinity to its Members, and provide benefit through the payment by USB to CCA of the Fees as described below.

Now, therefore, in consideration of the mutual agreements, terms, and covenants in this Addendum 01 and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, CCA and USB each agree as follows:

ARTICLE 1: DEFINITIONS

- 1.1 "Account" means an account represented by a Card opened pursuant to an Application processed and approved by USB under the Program.
- 1.2 "Account Assets" means the Cards, Accounts, Account Receivables (and the proceeds thereof), personal information related to a Cardholder, and lists of Cardholders.
- 1.3 "Account Fees" means the fees payable to CCA under Section 2.1 of this Addendum 01.
- 1.4 "Account Receivable" means any amount owed on an Account.
- 1.5 "Affinity Data" means data submitted by CCA to USB during the Term, including the Content and the Marks.
- 1.6 "Addendum 01" or "Addendum" means this Addendum 01.
- 1.7 "Addendum 01 Initial Term" means the time period commencing on the Effective Date and ending upon the expiration of the Initial Term of the Agreement.
- 1.8 "Applicant" means a person who makes an Application for a Card, whether through a link available on CCA's website or in response to a solicitation by CCA or through other USB Authorized Materials.
- 1.9 "Application" means a request for a Card directed to USB pursuant to this Addendum 01.

1.10 "Business Day" means any day which is not a Saturday, a Sunday or a bank or public holiday in New York.

1.11 "Card" means, a credit card issued by USB under the Program and made available to a Cardholder which is branded with CCA Marks and/or Content. The Card may be a MasterCard, Visa or American Express card as USB shall determine in its discretion.

1.12 "Cardholder" means an Applicant in whose name an Account is established, including a joint account holder or guarantor or authorized user thereof.

1.13 "Cardholder Agreement" means an agreement between USB and a Cardholder governing the Cardholder's Account.

1.14 "Cash Transaction" means cash advances, balance transfers or cash equivalent transactions (including, without limitation, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips).

1.15 "Content" means any text, image or logo submitted by CCA to USB for the purpose of being used on the Card, the USB authorized materials, or other approved marketing materials.

1.16 "Contract Year" means each 12-month period beginning on the Effective Date or any annual anniversary of the Effective Date.

1.17 "Converted Account" means an Account opened for a Cardholder who, as of the Effective Date, (i) is identified within the USB data file as a current USB customer, and (ii) at the time of opening such Account, has a USB issued credit card account that was opened prior to the date of the Application.

1.18 "Effective Date" means the date first set forth above.

1.19 "Eligible Transaction Volume" means all retail purchase transaction dollar volume generated using an Account, excluding transactions that: (i) relate to refunds, returns or unauthorized transactions; (ii) are a Cash Transaction; or (iii) constitute the redemption by Cardholder of rewards earned from USB for Card use.

1.20 "Inactive Account" means an Account that either (i) has had neither Eligible Transaction Volume nor a Cash Transaction for the past twelve (12) months; or (ii) is no longer permitted to have any further Eligible Transaction Volume or a Cash Transaction in the future due to a closed, fraud, collection, bankruptcy, death, or other account status.

1.21 "Intellectual Property Rights" means copyright, design rights, rights in databases, moral rights, trade marks, service marks, trade and business names, patents, rights in inventions and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

1.22 "Member List" means a list containing the names, addresses, phone numbers, and other information of Members.

1.23 "Personnel" means the officers, directors, and employees of the relevant party.

1.24 "Privacy Rules" means Title V of the Gramm-Leach Bliley Act 1999 and its implementing regulations applicable to national banks, the Interagency Guidelines Establishing Standards for Safeguarding Customer Information and state laws regarding the privacy and security of consumers' personal information.

1.25 "Program" means the affinity credit card program between USB and CCA offered pursuant to this Addendum 01.

1.26 "Program Materials" means any marketing material, application forms, solicitation materials, telemarketing scripts, or other materials related to the Program.

1.27 "Quarter" means each calendar quarter ending on 31 March, 30 June, 30 September and 31 December in each year.

1.28 "Relevant Authority" means any agency or other governmental authority having authority to regulate USB.

1.29 "Renewal Account" means an Account other than an Inactive Account.

1.30 "Term" means the Initial Term or any Extended Term, as further set forth in the Agreement.

ARTICLE 2: COMPENSATION

2.1 Account Fees.

2.1.1 CCA shall earn the following Account Fees under the Program:

(A) **Quarterly New Account Fees:** A sum equivalent to ten dollars (\$10.00) multiplied by the number of Accounts, other than Converted Accounts, opened during the previous Quarter. This fee is earned on the last day of each Quarter only for such Accounts first opened that Quarter.

(B) **Quarterly Account Transaction Fee:** A sum equivalent to forty (40) basis points of the Eligible Transaction Volume in the previous Quarter on all Accounts other than Inactive Accounts. This fee is earned on the last day of each Quarter.

ARTICLE 3: USB'S RIGHTS AND OBLIGATIONS

3.1 **Program.** USB shall develop and manage the Program in accordance with the following requirements:

3.1.1 **Program Implementation.** USAA will prepare a detailed implementation plan and schedule for the Program and the Parties will mutually agree to a launch date for the Card. USB shall determine the credit card products to offer as part of the Program including the features and benefits of the Cards offered in the Program.

3.1.2 **Program Marketing.** The Program shall be a credit card program designed for Members and prospective Members. USB shall design and produce all Program Materials. USB shall design, produce, and issue all Cards under the Program. Each Card shall contain CCA and USB's names and logos as well as other information required by USB and Visa, MasterCard, or American Express. Design of Program Materials and Cards are subject to CCA's approval of the final design which shall not be unreasonably withheld. USB shall send certain Program Materials and provide marketing advice to CCA for its marketing efforts required by Article 4 of this Addendum 01.

3.1.3 Card Application. USB will provide the ability to apply for Cards at USAA.com or via the telephone. USB shall have the exclusive right to determine whether to approve or decline an Application and shall be solely responsible for determining any and all requirements and criteria for approving an Application. If an Application is approved, USB shall issue a Card(s) under the Program. If an Application is declined, USB (i) shall notify the individual as required by applicable laws and regulations.

3.1.4 Program Management. USB shall provide reasonable Program management. USB shall designate a Relationship Manager that CCA may contact for planning, communicating, or asking questions regarding the Program.

3.1.5 Program Documents. USB shall write, design, print and deliver all Cardholder Agreements, statements, notices, or other required Program documents in accordance with applicable laws and regulations. USAA will include CCA Marks on the Cardholder statements and, to the extent reasonably practicable and not inconsistent with USB's or its Affiliates' brand, policies or practices, take into account and incorporate CCA's advice and recommendations in developing such statements.

3.2 No Third Party Beneficiary. The contractual relationship of all Cardholder Agreements shall be between USB and the Cardholders. CCA shall not be a party to the Cardholder Agreements, and is not intended (nor shall it under any circumstances be considered) a third-party beneficiary of such Cardholder Agreements. USB shall determine all terms and conditions of the Cardholder Agreements and shall have the right to change those terms and conditions at any time in accordance with the Cardholder Agreements and applicable laws and regulations.

3.3 Account Management. USB shall provide all services related to the Accounts and shall have the exclusive right to make any and all Account-related decisions, including but not limited to (a) assigning or determining credit limits, cash advance limits or other limits related to each Account; (b) issuing or re-issuing Cards; (c) authorizing or declining transactions; (d) settling transactions and billing Cardholders; (e) receiving and processing payments from Cardholders; (f) providing customer service on the Accounts; (g) collecting on accounts; (h) handling Cardholder disputes related to the Accounts or transaction made on the Accounts; (i) terminating, blocking or suspending charge privileges on an Account; (j) closing an Account; (k) handling fraud claims; (l) record retention; and (m) any other Account-related functions. USB may subcontract any such services to a third party. USB shall underwrite, establish, maintain and service the Accounts in accordance with USB's credit criteria, policies and procedures and Cardholder Agreement, as the same may be amended from time to time at USB's sole discretion, but at all times in accordance with all applicable laws and regulations, and in a manner which is not materially different from or materially less favorable than the manner in which USB deals with all similar card applications and accounts.

3.4 Ownership. USB is the Card issuer and creditor on all Accounts. As such, USB shall be solely liable for charge-offs caused by credit or fraud losses. In addition, all Account Assets are the exclusive property of USB. USB may sell, transfer, pledge, or otherwise convey the Accounts or the Account Receivables and the proceeds thereof to one or more trusts or other entities for purpose of securitization or other sale of assets. In the event of a securitization, USB may issue or cause the issuance of securities representing interests in or secured by such Accounts or Account Receivables or the proceeds thereof.

ARTICLE 4: CCA's RIGHTS AND OBLIGATIONS

4.1 CCA shall support the Program in accordance with the following requirements:

4.1.1 Access to Member List and Marks. CCA shall provide USB access to Member Lists and limited use of CCA Marks (as defined in the Agreement) for use in marketing the Program to Members.

4.1.2 Program Implementation. CCA shall provide all reasonable efforts to support USB's implementation of the Program.

4.1.3 Program Marketing.

(A) CCA shall provide all reasonable efforts to promote the Program to each Member, taking into account USB's advice and recommendations in respect thereof, as may from time to time be notified to CCA by USB, and, where reasonably practicable, complying with such advice and recommendations.

(B) CCA agrees that USB may market the Program to qualified Members on the Member Lists by direct mail and e-mail through CCA's email system. USB may also market the Program by any other methods that USB may select and CCA may reasonably approve. These direct marketing contacts are over and above those that may be agreed upon under another addendum between the parties. All forms of direct mail and email contact may not exceed one (1) time per month.

(C) CCA shall advertise the Program on the CCA website and establish a direct link from CCA's website to USB's website to allow Applicants to apply for Cards.

4.1.4 Account Management and Ownership. As more fully set forth in Article 3, CCA acknowledges and agrees that USB shall own all Account Assets and shall extend credit with respect to each Account, and CCA shall not be considered to be a creditor on any Account for any purpose whatsoever, and CCA shall not have any right in, or obligation with respect to, any Account. In this regard, CCA shall not instruct or encourage any Cardholders to make payments on Accounts, dispute Account transactions or balances, or communicate regarding Accounts in any manner contrary to the instructions of USB or the Cardholder statements. CCA shall refer all inquiries and incoming correspondence from Cardholders related to payments, billing error notices or dispute letters, legal notices related to the Accounts or USB, or similar correspondence to USB. If CCA receives any payments on Accounts, it shall notify USB and forward to USB within 24 hours of CCA's receipt. In addition, CCA hereby grants to USB permission to endorse CCA's name on Account payment checks sent to USB that are made payable to CCA, CCA MasterCard, CCA VISA, CCA American Express, or similar name.

4.1.5 Compliance with Laws. CCA acknowledges and agrees that, subject to complying with any applicable privacy laws and regulations, USB may contact Members with marketing materials and other information relating to USB's other products.

4.1.6 Exclusivity. During the Term of the Agreement, USB shall have the exclusive right to offer the Program and, notwithstanding anything to the contrary in Section 8.2 of the Agreement, the exclusive right to use CCA Marks (as defined in Section 8.2 of the Agreement) on any credit card products. During the Term of this Addendum 01, CCA shall not, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, or market credit card products of any organization other than USB and its Affiliates; (ii) license or allow others to license the CCA Marks in relation to or for promoting any credit card of any entity other than USB or its Affiliates; or (iii) sell, rent, or otherwise make available or allow others to sell, rent or otherwise make available any of its Member Lists or information about any current or potential Members in relation to or for promoting any credit cards of any entity other than USB or its Affiliates.

ARTICLE 5: TERM AND TERMINATION

5.1 Term. This Addendum 01 shall commence on the Effective Date and expire upon the end of the Initial Term or the Extended Term, unless terminated in accordance with the Agreement or Section 5.2 of this Addendum 01.

5.2 Additional Termination Rights. In addition: (i) USB may terminate this Addendum 01 upon 90 days notice to CCA if USB's net interchange income is reduced by ten percent (10%) or more from the rate as of the Effective Date; (ii) either Party may terminate this Addendum 01 immediately if any Relevant Authority or court of competent jurisdiction determines that either Party does not have the authority, power, or authorization to comply with the terms of this Addendum 01 or that compliance by either Party violates any applicable law or regulation.

5.3 Termination Obligations. Upon the termination or expiration of this Addendum 01:

5.3.1 CCA acknowledges and agrees that USB shall continue to own the right, title and interest in and to all Account Assets; and

5.3.2 USB shall:

- (A) notify each Cardholder that the Program is no longer associated with CCA. Such notice will be delivered in a format and manner consistent with industry practice in use at the time of the notice; and
- (B) within one hundred-eighty (180) days of the termination of the Addendum 01,
 - (1) USB will discontinue use of CCA Marks or Content in any marketing materials related to the Program; and
 - (2) USB will cease to use CCA Marks or Content on any USB Authorized Materials; and
 - (3) upon the expiration date of each Card, USB will reissue a replacement credit card that does not bear CCA's Marks or Content if USB determines to continue the related Account at that time.

5.3.3 CCA shall immediately:

- (A) cease to promote the Program; and
- (B) cease to use any Program Materials; and
- (C) return or destroy any unused Program Materials in accordance with Section 7.1 of the Agreement.

IN WITNESS WHEREOF, this Addendum has been duly executed by authorized representatives of the Parties hereto.

USAA SAVINGS BANK

TEXAS AGGIE CORPS OF CADETS ASSOCIATION

By: [Signature]
Name: Jeani N. Zoeller
Title: Authorized Signatory
Date: May 27, 2010

By: [Signature]
Name: Don E Crawford
Title: EXECUTIVE DIRECTOR
Date: MAY 27, 2010