

Affinity Agreement
University of Southern California Alumni Association

This Agreement ("**Agreement**") is entered into as of this 16th day of May, 2019 and effective as of **August 1, 2018** (the "**Effective Date**") by and between **Bank of America, N.A.**, a national banking association having an office in Wilmington, Delaware ("**Bank**") and University of Southern California, on behalf of the University of Southern California Alumni Association, a California non-profit corporation having its principal place of business in Los Angeles, California ("**USCAA**", and collectively with Bank, "**Party**" or "**Parties**"), for themselves and their respective successors and assigns.

WHEREAS, University of Southern California, USC Sports Properties, a division of Fox Sports Net, Inc., and Bank, as successor to FIA Card Services, N.A., are parties to that certain Second Amended and Restated Affinity Agreement dated August 1, 2013, as the same may have been amended ("**Previous Agreement**"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of University; and,

WHEREAS, the Previous Agreement is terminated in its entirety as of the Effective Date, and shall be of no further force or effect; and

WHEREAS, USCAA desires to enter into this Agreement with Bank as of the Effective Date wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of USCAA in accordance with the terms and conditions as set forth in this Agreement.

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

1. **DEFINITIONS AND RULES OF INTERPRETATION**

For the purposes of this Agreement and except as otherwise specifically set forth herein, capitalized terms have the meanings set forth below, whether used in the plural or singular, in any tense or part of speech, and regardless of gender. Other terms defined herein have the meanings set forth in the context of their use.

"**Activated Account**" means a Credit Card Account which remains open for at least 90 consecutive days and that is used by the Customer within the first 90 consecutive days of its opening for at least one purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.

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

"**Agents**" has the meaning ascribed to such word in Section 7(b).

"**Agreement**" means this agreement, and Schedules A through E, as may be amended or supplemented from time to time.

"**Applicable Law**" means any applicable: (i) federal, state, or local law (including common law), ordinance, statute, treaty, rule, judgment, regulation, regulatory bulletin or guidance, regulatory

examinations, licensing requirements, agreements, formal direction, or orders including judicial or administrative interpretations (whether written or verbal) of any of the foregoing; (ii) regulations, by-laws and rules of self-regulatory organizations; (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other applicable card network; and, (iv) rulings, injunctions, judgments, orders, consent decree, determinations or findings of, or agreements with, any arbitrator, court or other Governmental Authority applicable to, or binding upon, a Party or to which such Party is subject, as the same may be amended and in effect from time to time.

"Athletics Trademarks" means any design, image, visual representation (including any font), logo, service mark, trade dress, trade name, or trademark used or acquired by the University athletic department or any athletic teams of University during the Term as set forth in Schedule E attached hereto.

"Business Day" means any day, except Saturday, Sunday or a day on which national banks are authorized or obligated by Applicable Law to be closed.

"Consumer Complaint" means any submission (using whatever means or media) by or on behalf of an individual (including consumers, Members, and Customers) that expresses dissatisfaction with, or communicates suspicion of wrongful conduct by, an identifiable Person related to such individual's personal experience with any aspect of the Bank's products, policies or services including the Program and the conduct of GIP.

"Credit Card Account" means an open-end consumer credit account opened pursuant to the Program that is accessed utilizing a card, plate and/or any other device or instrument.

"Credit Card Program" means those credit card programs and services, and the promotion thereof, Bank agrees to offer pursuant to this Agreement to the Members from time to time.

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

"Deposits" means consumer deposit products such as money market deposit accounts, certificate of deposit accounts, checking and savings accounts, checking accounts with debit card access and money market deposit account and certificate of deposit account individual retirement accounts.

"Deposit Account" means a consumer deposit account opened pursuant to the Program.

"Deposit Program" means those Deposits and related programs and services, and the promotion thereof, Bank agrees to offer pursuant to this Agreement to the Members from time to time.

"ECOA" means the Equal Credit Opportunity Act (15 U.S.C. §1691 *et. seq.*) and its implementing regulation, Regulation B (12 C.F.R. Part 1002), as each are amended.

"Effective Date" has the meaning given such phrase in the preamble.

"Eligible Royalties" means all Royalties that accrue and are payable pursuant to this Agreement including Schedule A, except those Royalties described in Section A.4, B.4, and C.4 of Schedule A.

"Event" has the meaning ascribed to such word in Subsection 11(e).

"Financial Service Product" means any credit card program, charge card program, debit card program (including pre-paid card program), installment loan program, revolving line of credit or loan program,

financial brokerage products or services program, deposit program, travel and entertainment card program or the functional equivalent (e.g., token, digital wallet, or card-not-present transaction) of any product or service in the foregoing and any other financial service programs or products. Financial Service Product shall not include home mortgages, auto loans, insurance, and student loans.

"GIP Account" means a Credit Card Account opened pursuant to a GIP in which USCAA complies with the GIP provisions of this Agreement.

"GLBA" refers to the Gramm-Leach-Bliley Act and its implementing regulation, Regulation P (12 C.F.R. 1016.1 et. seq.), as each may be amended from time to time and includes, when effective, the framework that replaces the Department of Commerce International Safe Harbor Privacy Principles.

"Governmental Authority" means, with respect to any Person, any nation or government, any State or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any court or arbitrator having jurisdiction over such Person. With respect to the Bank, Governmental Authority includes the Bureau of Consumer Financial Protection (a/k/a Consumer Financial Protection Bureau) and the Office of the Comptroller of the Currency.

"Governmental Entity" means any federal, state, local or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign.

"Group Marketing Effort" or **"GIP"** has the meaning ascribed to such phrase in Subsection 10(a).

"Information" has the meaning ascribed to such word in Section 7(a) and includes Nonpublic Personal Information.

"Impact" has the meaning ascribed to such word in Subsection 5(e).

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

"Member" means a member of USCAA or other potential participants mutually agreed to by USCAA and Bank.

"Net Retail Spend" means with respect to a Credit Card Account in good standing, as of a given date of determination and for a given period of time during the Term, the aggregate retail purchases (in U.S. dollars) debited to a Credit Card Account, net of: (i) transactions that relate to refunds, returns and/or unauthorized transactions; (ii) transactions that are cash advances or equivalents (e.g., bank cash advances, direct deposit cash advances, wire transfers, balance transfers, access checks, the purchase of wire transfers, person to person money transfers, money orders, bets, ATM withdrawals, off-track wagers, lottery tickets or transactions, casino gaming chips, or crypto-currencies); and/or (iii) Credit Card Account fees, costs and charges (e.g., balance transfer fees, finance charges, late fees, overlimit fees, annual fees, returned check, cash advance transaction fees, credit insurance premiums, debt cancellations charges, non-product or service-related transactions).

"Nonpublic Personal Information" has the meaning ascribed to such phrase in 12 C.F.R. §1016.3(p)(1) and includes (a) information relating to the customers of the Bank or their accounts with Bank and (b) any record about an individual that is a consumer report as such term is defined in the Fair Credit Reporting Act (15 USC 1681 et seq.) or is derived from a consumer report and that is maintained or otherwise possessed by or on behalf of the Bank including a compilation of such records; all of which is the Bank's Information. Nonpublic Personal Information includes any list, description, or other grouping of consumers (and publicly available information pertaining to them) that is derived using any personally identifiable financial information that is not publicly available such as the fact that such consumers are, or were Customers.

"Party" or **"Parties"** has the meaning ascribed to each such word in the preamble.

"Person" means and includes an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, other business entity or a Governmental Entity (including any department, agency or political subdivision thereof).

"Premium Reward Account" means a Credit Card Account carrying a Premium Reward Enhancement.

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

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

"Program" means those programs and services, and the promotion thereof, of those Financial Service Products Bank offers pursuant to this Agreement to the Members from time to time.

"Program Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark developed either jointly or by either Party during the Term and used to promote or identify products or services offered by Bank through the Program. Program Trademarks may but need not necessarily consist of one or more USCAA Trademarks or University Trademarks, with or without other elements.

"Representative" means, with respect to a Person, any employee, officer, director, or agent of such Person. In the case of a partnership, Representative also includes general and limited partners thereof. In the case of a limited liability company or corporation, Representative also includes members of such company or corporation.

"Reward Account" means a Credit Card Account carrying a Reward Enhancement.

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

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

"Royalties" means the compensation designated as such and set forth in Schedule A.

"Subcontractor" means each Person to whom USCAA has, directly or indirectly delegated or subcontracted or who has undertaken all or any portion of activities comprising, in whole or in part, Direct Sales Interaction or the administration of USCAA Rewards. "Subcontractor" includes a Subcontractor of a Subcontractor.

"Term" has the meaning ascribed to such word in Subsection 8(b).

"Training" has the meaning ascribed to such word in Subsection 2(j).

"University" means the University of Southern California.

"University Trademarks" means any design, image, visual representation (including any font), logo, service mark, trade dress, trade name, or trademark used or acquired by the University during the Term as set forth in Schedule D attached hereto.

"USCAA Affiliate" means any Affiliate of USCAA, but shall not include the University or any school or department thereof.

"USCAA Activities" means any duties or obligations of, or undertaken by USCAA (including such services further delegated to or undertaken by any Subcontractor (including their respective Representatives) pursuant to this Agreement or in furtherance of the Program (including Group Marketing Efforts).

"USCAA Trademark" means any design, emblem, image, visual representation (including any font), logo, service mark, trade dress, trade name, or trademark and other indicia of origin of USCAA used or acquired by USCAA prior to or during the Term as set forth in Schedule C attached hereto.

Rules of Construction and Interpretation. Except as otherwise expressly provided in this Agreement, the following rules apply:

- the singular includes the plural and the plural includes the singular;
- "or" is disjunctive, but not necessarily exclusive, except where clearly indicated by the context;
- "and" is conjunctive only;
- "include" and "including" are not limiting;
- "any" means "any or all";
- a reference to any agreement (including this Agreement) or other contract includes any permitted modifications, supplements, amendments and replacements;
- any copy of any contract (including this Agreement) or other document refer to a correct and complete copy;
- the "transactions contemplated by this Agreement" refer, collectively, to each transaction contemplated by or provided for in this Agreement.
- a reference in this Agreement to a Section, Schedule or Exhibit is to the Section of or Schedule or Exhibit to this Agreement unless otherwise expressly provided (for example, where a particular Section, Schedule or Exhibit is the intended reference);
- the Schedules and Exhibits referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- a reference to a Section or paragraph in this Agreement shall, unless the context clearly indicates to the contrary, refer to all sub-parts or sub-components of any said Section or paragraph;
- "hereunder," "hereto," "hereof," and "herein," and other words of like import shall, unless the context clearly indicates to the contrary, refer to the whole of this Agreement and not to any particular clause hereof;
- "days" means calendar days unless otherwise noted through the use of the phrase "Business Days";

- references to “months” and “years” means calendar months and years unless otherwise specified;
- to the extent this Agreement requires the mutual agreement, approval or consent of any matter by either or both Parties hereto, unless the text clearly indicates to the contrary, such agreement, approval or consent shall be granted or denied in such Party’s reasonable business judgment;
- to the extent this Agreement requires the agreement, approval or consent of one Party or the other, unless the text clearly indicates to the contrary, such agreement, approval or consent shall not be unreasonably withheld, conditioned, or delayed;
- text enclosed in parentheses has the same effect as text that is not enclosed in parentheses;
- any reference made in this Agreement to a statute or statutory provision means such statute or statutory provision as it has been amended through the date as of which the particular portion of this Agreement is to take effect, or to any successor statute or statutory provision relating to the same subject as the statutory provision so referred to in this Agreement, and to any then applicable rules or regulations promulgated thereunder, unless otherwise provided;
- unless the context otherwise requires or unless otherwise provided herein, all references in this Agreement to a particular agreement, instrument or document also shall refer to all schedules or exhibits, renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document;
- references to any amount as on deposit or outstanding on any particular date means such amount at the close of business on such day;
- any payment that otherwise would be due on a day that is not a Business Day shall be deemed to be due on the first Business Day thereafter;
- References to money or dollar amounts (“\$”) means United States Dollars unless otherwise specified;
- A reference to any Person includes such Person’s successors and assigns;
- accounting terms not otherwise defined shall be construed in accordance with United States generally accepted accounting principles;
- terms other than those defined within this Agreement shall be given their plain English meaning, and those terms, acronyms and phrases known in the applicable industry and business contexts shall be interpreted in accordance with their generally known meanings in those industries or other business contexts; and,
- when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and, if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day.

2. RIGHTS AND RESPONSIBILITIES OF USCAA

(a)(1) USCAA agrees that during the Term it will endorse the Program exclusively and that USCAA shall not, by itself or in conjunction with others,: (i) endorse, sponsor, advertise, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products of any entity other than Bank (provided that, notwithstanding anything to the contrary set forth herein, USCAA may during the final one hundred eighty (180) days of the term of this Agreement solicit proposals for programs offering, and may discuss with any organization the providing of, Financial Service Products and any other products or services); (ii) license, allow others to license, or use or allow to exist the use by others of the USCAA Trademarks in relation to or for promoting any Financial Service Products (or the use of any Financial Service Products) of any entity other than Bank, or license, allow others to license, or use or allow to exist the use by others of the University Trademarks in relation to or for promoting any debit card or credit card products; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its marketing lists, mailing lists, or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than Bank. In addition, if USCAA sells any product or service, in

connection with such sales, USCAA shall not, favor any payment product or method of payment over any payment product or method of payment offered under the Program. Notwithstanding anything else in this Agreement to the contrary, USCAA may accept print or on-line (including Wi-Fi transmitted) advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by USCAA of said financial institution or advertising for a Financial Service Product.

(a)(2) Notwithstanding anything else in this Agreement to the contrary: (W) USCAA may accept advertising or sponsorships (*e.g.*, sponsorship of events, naming rights of facilities) from any financial institution provided that the advertisement or sponsorship does not contain an express endorsement by USCAA of any Financial Service Product of any entity other than Bank (*e.g.*, USCAA may grant to a third party banking sponsor official designation rights, the ability to generally promote its banking services (without reference to any Financial Service Product) and the right to use USCAA Trademarks in connection with non-Financial Service Product sponsorship, marketing, promotional and hospitality activities; *provided, however*, without limitation of the foregoing and for the avoidance of doubt, that such banking sponsor may not use USCAA Trademarks on any credit devices, debit devices, checks or Customer records and may not use USCAA Trademarks to promote or market a Financial Service Product); (X) any Financial Service Product as currently offered and provided as of the Effective Date only by the USC Credit Union shall not be a violation of this Section 2(a), provided that the only USCAA Trademarks used in connection with such Financial Service Product are the Trojan statute on USC Credit Union's card plastics, and the term "Trojans" in USC Credit Union advertising for such Financial Service Product; and (Y) the credit device that uses a closed, proprietary payment network and that is provided by University for student, faculty and employee purchases only at University and designated local venues, currently referred to as the USCard, shall be an exception to the exclusivity granted to Bank in this Section 2(a).

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

(c) USCAA authorizes Bank to solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, ATMs, telephone or any other means for participation in the Program.

(d) USCAA shall have the right of prior approval of all Program materials, including the depiction of an USCAA Trademark or University Trademark in all Program advertising and solicitation materials to be used by Bank, including but not limited to credit card designs. If the Bank incurs a cost (*e.g.*, the cost of reissuing new credit cards) because of a change in the USCAA Trademarks or University Trademarks for which USCAA does not provide Bank with at least one hundred eighty (180) days prior written notice and is unable to use up inventory of collateral and similar materials, Bank may deduct such actual costs from any Royalties due USCAA. If such costs exceed Royalties then due USCAA, upon demand USCAA shall promptly reimburse Bank for all such costs.

(e) At least once annually and within 30 days of Bank's request, USCAA shall provide Bank with its entire and complete updated Marketing List at no additional charge; provided, however, that USCAA shall not include in any Marketing List the name and/or related information regarding any Member who has expressly requested that USCAA not provide his/her personal information to third parties or who, to the best knowledge of USCAA, is under the age of eighteen at the time the information was collected. In the event that Bank incurs a cost because of a charge assessed by USCAA or its agents for an initial Marketing List or an update to the Marketing List, Bank may deduct such costs from any payments (including Royalties) then due USCAA. If such costs exceed such payments, upon demand USCAA shall promptly reimburse Bank for all such costs. Within 30 days of the Effective Date, USCAA shall provide the first Marketing List, containing the required information for at least two hundred thousand

(200,000) non-duplicate Member names, as soon as possible but no later than 30 days after USCAA's execution of this Agreement. USCAA represents and warrants that the Marketing List will be prepared in accordance with Applicable Law, including the ECOA and the GLBA.

(f) USCAA shall only provide information to or otherwise communicate (including chat and social media) with Members or potential Members about the Program with Bank's prior written approval, except for current advertising and solicitation materials provided by Bank to USCAA. Notwithstanding the above, USCAA may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by Bank to USCAA. Any correspondence received by USCAA that is intended for Bank (e.g., applications, payments, billing inquiries) shall be forwarded to the Bank account executive via overnight courier within one Business Day of receipt. All reasonable overnight courier expenses incurred by USCAA shall be paid by Bank. For any inquiries or requests received by USCAA that are intended for Bank (e.g. general questions, name/address changes, deceased notifications), the person making the inquiry will be referred to contact the Bank.

(g) Subject to USCAA's right of approval set forth in Section 2(d), USCAA hereby grants Bank and its Affiliates a: (i) limited, exclusive license to use the USCAA Trademarks in relation to all Financial Service Products in conjunction with the Program and (ii) a limited, non-exclusive sublicense to use the University Trademarks with the Program in conjunction with credit card or debit card Financial Service Products only. Bank shall have no right to use the USCAA Trademarks or University Trademarks on any premiums (e.g., on tee shirts, bobble heads, towels, or other tangible "giveaway" items). All credit cards, debit cards and checks issued under the Program shall bear the USCAA Trademarks. This license transfers to the assignee of this Agreement. This license shall remain in effect for the Term and as provided in Subsection 11(d). This license shall apply to the USCAA Trademarks and University Trademarks, notwithstanding the transfer of such USCAA Trademarks or University Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. USCAA shall provide Bank all USCAA Trademark and University Trademark production materials (e.g., camera ready art) required by Bank for the Program as soon as possible but no later than 30 days after USCAA's execution of this Agreement. Nothing stated in this Agreement prohibits USCAA from granting to other persons a license to use the USCAA Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products See also Subsection 2(a). As of the Effective Date and throughout the Term, USCAA represents, warrants and covenants to Bank it has the right to grant such license to the Bank for use as contemplated hereby. The foregoing sentence shall survive the expiration or earlier termination of this Agreement. Notwithstanding anything to the contrary set forth herein, in no event shall Bank have any license or other right, title or interest in the Athletic Trademarks, and the use of all Athletic Trademarks by Bank is strictly prohibited.

(h) All Program Trademarks, with the exception of Program Trademarks that consist of or contain a USCAA Trademark or University Trademark, with or without other elements, shall belong exclusively to Bank. USCAA may not (and shall cause its Subcontractors and their respective Representatives not to) use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program and only to the extent permitted by this Agreement. USCAA shall not (and shall cause its Subcontractors and their respective Representatives not to) register or attempt to register any Program Trademark. Bank shall not register or attempt to register any USCAA Trademark or University Trademark. Bank may use Program Trademarks that contain USCAA Trademarks or University Trademarks to promote or identify the Program and any products or services offered by Bank through the Program at no cost to Bank, but only during the Term or as otherwise expressly provided in this Agreement. The provisions of this Subsection 2(h) shall survive the expiration or earlier termination of this Agreement.

(i) Within one business day of receipt, USCAA shall refer (and shall cause its Subcontractors and their respective Representatives to refer) each Consumer Complaint received to Bank, along with all relevant documentation and information reasonably related thereto to the extent within the possession or control of USCAA (or its Subcontractors and their respective Representatives). To the extent reasonably requested, USCAA shall (and shall cause its Subcontractors and their respective Representatives to) cooperate with and assist Bank in the resolution and remediation of each Consumer Complaint. USCAA will bear no cost in resolving or remediating each Consumer Complaint unless such cost results from an obligation of USCAA pursuant to this Agreement or Applicable Law. The provisions of this Subsection 2(i) shall survive the expiration or earlier termination of this Agreement.

(j)(1) From time to time, Bank shall provide procedures, training and guidelines regarding Applicable Law as applied to Bank concerning certain USCAA Activities conducted in furtherance of or related to the Program ("**Training**"). Initially and on an annual basis USCAA shall and shall cause its Subcontractors and their respective Representatives to successfully complete such Training. Upon Bank's request, USCAA shall cease to perform, and shall cause any Subcontractors (and their respective Representatives) to cease performing USCAA Activities if Training, as initially or periodically required thereafter, is not completed by USCAA, such Subcontractor (and their respective Representatives), as the case may be, to the Bank's satisfaction.

(2) Upon periodic request from Bank, USCAA agrees to affirm (and to cause its Subcontractors and their respective Representatives to affirm) continued compliance with the obligations, responsibilities, representations and warranties under this Agreement (including Training) in writing. USCAA grants (and to cause its Subcontractors and their respective Representatives to grant) Bank the right to monitor and review such compliance on the part of USCAA, its Subcontractors (and its and their respective Representatives).

(3) USCAA shall, and shall cause its Subcontractors (and their respective Representatives) to provide USCAA Activities in accordance with the terms and conditions of the Agreement, Applicable Law, the Training and Bank's reasonable instruction. USCAA shall be responsible for the full, faithful, complete, accurate and timely performance of all USCAA Activities, whether performed by USCAA or any Subcontractor (including their respective Representatives). USCAA shall be liable to Bank as provided herein for any act or omission of its Subcontractors (and its Representatives) in connection with the performance or failure to properly perform any of USCAA's obligation under this Agreement, including the USCAA Activities. The provisions of this paragraph (3) shall survive the expiration or earlier termination of this Agreement.

(k) Upon prior written notice, USCAA shall permit Bank and shall cause its Subcontractors (and their respective Representatives) to permit, facilitate and cooperate with Bank's (including Bank's Representatives) audit, inspection, monitoring, testing, and review of USCAA and Subcontractors (and their respective Representatives) with respect to USCAA's and its Subcontractor's (and their respective Representative's) policies, procedures and controls in connection and compliance with Applicable Laws and records as they relate to the Program, Information security, USCAA Activities and performance of USCAA's duties and obligations hereunder (including USCAA Activities and whether undertaken or conducted by or delegated to USCAA's Subcontractors and their respective Representatives). Bank shall have the right to determine the scope of such audits, tests or inspections. The Parties shall mutually determine the date, time, location and duration of the audit, tests or inspection, provided such date is within 10 days of Bank's written notice. USCAA shall promptly remediate and cause its Subcontractors (and their respective Representatives) to promptly remediate any deficiencies found with respect to compliance with Applicable Laws, and this Agreement as a result of such audits, tests or inspections. USCAA's failure or refusal to (1) cooperate and cause its Subcontractors (and their respective Representatives) to cooperate as aforesaid or to (2) promptly remediate any such deficiencies and cause

its Subcontractors (and their respective Representatives) to promptly remediate as aforesaid within 30 days of written notice to USCAA shall be deemed a material breach by USCAA of this Agreement. Bank will bear all costs of any audit, inspection, monitoring, testing or review. USCAA will bear all costs of any remediation. The provisions of this Subsection 2(k) shall survive the expiration or earlier termination of the Term and the conclusion of the Wind-Down Period for a period of two years.

(l) USCAA shall maintain (and make available) at no additional cost to Bank, in a reasonably accessible location, all records pertaining to USCAA Activities for the period of time as instructed in writing by the Bank with respect to such records or in absence of such instruction, the greater of: (i) a period of 7 years from the date of creation or the date to which such records relate; or (ii) as required by Applicable Law. Records available for review shall exclude any records: (i) pertaining to USCAA's customers other than applicants or Customers; and (ii) deemed proprietary and confidential and not associated with USCAA Activities. To the extent not prohibited by Applicable Law, USCAA will give prior notice to Bank of requests by any Governmental Authority for Bank's Information within USCAA's possession or control (including, if applicable, that of its Subcontractors and their respective Representatives). At Bank's written request, USCAA shall reasonably cooperate with Bank in seeking a protective order with respect to such Information. The provisions of this Subsection 2(l) shall survive the expiration or earlier termination of the Term.

(m) During the Term, solely to the extent prepared by or on behalf of USCAA or otherwise made available to USCAA and requested in writing by Bank, USCAA will promptly deliver to Bank at USCAA's expense a copy of findings from any independent audit firm attestation, assurance and/or audit report covering USCAA's and Subcontractors (and their Representatives) operations as a services organization providing USCAA Activities such as an SSAE 16, Type II Audit Report (or any successor or replacement reports hereafter provided for by the American Institute of CPAs or any successor organization), reports on any one or more of the ISO27000 series of standards (or any successor or replacement reports hereafter provided for by the ISO27000 Directory or any successor organization) and ISAE 3402 (or any successor or replacement reports hereafter provided for by the International Auditing and Assurance Standards Board or any successor organization). USCAA will not require, and will cause its Subcontractors, their Representatives and preparers of such reports not to require, any further agreement as a condition to delivering such reports to Bank.

(n) USCAA acknowledges that Bank has directed USCAA's attention to 12 C.F.R. §1026.57(b).

3. RIGHTS AND RESPONSIBILITIES OF BANK

(a) Bank shall design, develop, maintain, and administer the Program for the Members, at no cost to USCAA except where such costs are allocated to USCAA as expressly provided in this Agreement.

(b) Bank shall design and produce, at its expense, all advertising, solicitation, and promotional materials used in the Program except for materials used in any Group Marketing Effort. Bank reserves the right of prior written approval of all materials concerning or related to the Program that may be developed by or on behalf of USCAA.

(c) Bank shall bear all costs of producing and mailing materials for the Program except for materials used in any Group Marketing Effort.

(d) Bank shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of USCAA.

(e) Bank shall use the Marketing Lists provided pursuant to this Agreement for the Program only, in a manner consistent with this Agreement, and shall not permit those entities handling the Marketing Lists to use them for any other purpose. Bank shall destroy each Marketing List upon receipt of a replacement Marketing List from USCAA and will maintain a file transfer protocol internet site for purpose of delivery of the Marketing List. Bank shall have the sole right to designate Members on these Marketing Lists to whom promotional material shall or shall not be sent. These Marketing Lists are and shall remain the sole property of USCAA. Upon termination or expiration of the Agreement, Bank shall return to USCAA or destroy all copies of the Marketing List, except to the extent a Marketing List is required to be retained to comply with Applicable Law or Governmental Authority and only for the duration of such requirement. However, Bank may maintain separately and shall own all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's files and shall not be subject to this Agreement.

(f) [Intentionally omitted]

(g) Notwithstanding anything contained in this Agreement to the contrary, USCAA acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank Affiliate offers (e.g., credit cards and deposit products, collectively "**Bank Products**") contemporaneously with the promotion of Deposits and that such Bank Products are not subject to this Agreement. However, when using USCAA's Marketing Lists for Deposits, Bank agrees that it shall not market Bank Products (excluding Deposit Offers, as defined below), in direct mail copy, in an e-mail or an outbound telemarketing solicitation, unless USCAA consents to Bank's use of the Marketing Lists for such purposes. "**Deposit Offers**" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g., Online Banking and \$0 Trade). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by USCAA, including but not limited to the use of the USCAA Trademark or University Trademark.

(h) The Financial Service Products offered under the Program are those products set forth in Schedule A (and the functional equivalent of such Financial Service Products that may be offered from time to time by the Bank). Bank and USCAA must mutually agree in writing prior to offering any other Financial Service Product (and the functional equivalent of such other Financial Service Product) for the Program.

4. REPRESENTATIONS AND WARRANTIES

(a) USCAA and Bank each represents and warrants to the other Party that as of the Effective Date:

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

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

(iii) This Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity;

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

(v) The execution, delivery and performance of this Agreement by such Party shall not constitute a violation of Applicable Law.

(b) As of the Effective Date, throughout the Term and during the period thereafter that Bank has the right to use the USCAA Trademarks or University Trademarks to wind down the Program as provided herein, USCAA represents and warrants to Bank that USCAA has the right and power to license USCAA Trademarks and sublicense the University Trademarks to Bank for use as contemplated by this Agreement and to provide the Marketing List(s) to Bank for the promotion of the Program. USCAA shall indemnify, defend and hold harmless Bank, its Affiliates (including their respective Representatives) and all of their successors and assigns, from and against all liability, causes of action, and claims and shall reimburse Bank's actual costs, fees and expenses in connection therewith (including reasonable attorneys' fees and court expenses) arising from the license or sublicense granted herein, as the case may be from Bank's use of the USCAA Trademarks and University Trademarks in reliance thereon or from the use of any Marketing List(s) by Bank for the Program. Each Party shall promptly notify the other Party upon learning of any claims or complaints relating to the license or the use of any USCAA Trademarks, University Trademarks, or Marketing Lists. The provisions of this Subsection 4(b) shall survive the expiration or earlier termination of this Agreement.

(c) As of the Effective Date and throughout the Term, USCAA represents and warrants that neither it nor its Subcontractors (and their respective Representatives, and their Agents) is the subject of any sanctions imposed by Applicable Law administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, "**Sanctions**"), nor is USCAA or its Representatives or Subcontractors located, organized or resident in a country or territory that is the subject of Sanctions. USCAA represents and warrants that neither it nor its Representatives and Subcontractors has, or during the Term will, violate any Sanctions. USCAA represents and warrants that neither it nor its Subcontractors (or their respective Representatives, or their Agents) will use this Agreement or any of the benefits obtained hereunder to fund or engage in any activities with any Person or in any country or territory, that, at the time of such funding or activity, is the subject of Sanctions, or in any other manner that will result in a violation by any Person of Sanctions. The provisions of this Subsection 4(c) shall survive the expiration or earlier termination of this Agreement.

5. ROYALTIES

(a) During the Term and subject to the terms and conditions of this Agreement, Bank shall pay Royalties as described in Schedule A to USCAA with respect to accounts in good standing.

(b) No compensation or payments shall be paid to USCAA until a Schedule B (W-9 Form and ACH Form) or other IRS required form (e.g., W-8) is fully completed and returned to Bank. Except as otherwise provided in Schedule A, payment of Royalties then due shall be made, in arrears, approximately 45 days after the end of each calendar quarter.

(c) On or before the forty-fifth (45th) day after the end of each calendar quarter during the term of this Agreement, Bank will provide USCAA with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the retail purchase transaction dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar quarter on the Credit Card Accounts. Bank will also provide to USCAA on a

quarterly basis the following: reports on marketing results (by channel and by campaign), the number of Members solicited, response rates, approval rates, gross approved Credit Card Accounts, and number of activated Credit Card Accounts. The parties agree to hold an annual marketing meeting to address ideas for new account generation, including testing the offer of USC Rewards for Credit Card Account acquisition in direct mail and other marketing materials, and to discuss Program performance and to develop the Program's annual marketing plan detailing the parties' marketing efforts. The parties agree to periodically discuss during each year performance of the Program and to establish methods to improve Program performance if necessary. Bank will provide USCAA with an annual report that provides the number of open Credit Card Accounts, the number of active Credit Card Accounts, the average retail spend per active Credit Card Account at the end of the year and the total outstanding at the end of each quarter within such year.

(d) Upon the written request of USCAA, but no more frequently than one (1) request in any twelve (12) month period, Bank shall provide USCAA with system reports generated by Bank containing all the information which both (i) formed the basis of Bank's calculation of the Royalties due USCAA since the last request was made or, if no previous request was made hereunder, for the last four (4) Royalty calculations performed by Bank, and (ii) may be disclosed by Bank without violating any legal rights of any third party or obligation of Bank. Such reports shall be certified by an officer of Bank as to their accuracy; provided, however, that the reports shall be certified as to their accuracy by the nationally recognized independent certified public accountants then being utilized by Bank, at USCAA's expense, if USCAA so requests such accountants' certification in its written request(s) for the generation of such reports hereunder. USCAA's right to request such reports shall survive termination of this Agreement for a six (6) month period.

(e) If at any time during the Term any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a *de minimis* adverse impact on Bank's businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined by Bank in its sole discretion ("**Impact**"), then Bank may notify USCAA in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within 30 business days after USCAA's receipt of Bank's notice, the Parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate either the Deposits Program or the Credit Card Program, or the Agreement in its entirety, without penalty or liability to USCAA, upon 90 days advance written notice. For the avoidance of doubt, in the event either the Deposit Program or Credit Card Program is terminated earlier than the Agreement as provided for in this Subsection 5(e), such terminated program remains subject to the applicable survival provisions, if any and any other Section that by its terms are meant to survive the expiration or earlier termination of this Agreement and the rights and obligations in any other provision of this Agreement with respect to the products offered under such program shall be null and void, in each case as if the termination of such program was a termination or expiration of the Agreement for just that program.

(f) Notwithstanding anything in this Agreement to the contrary, Bank will not be required to pay Royalties or any other compensation to USCAA with regard to, as a result of opening, or based upon any student Credit Card Accounts.

6. PROGRAM ADJUSTMENTS

Subject to the terms and conditions of this Agreement, Bank has the right to make periodic adjustments to the Program, including changes to its terms and features (including the terms and features of the Financial Service Products offered pursuant to the Program).

7. CONFIDENTIALITY

- (a) The terms of this Agreement, any proposal, financial information, performance information, proprietary information (including trade secrets), legally privileged information and information of third parties provided by or on behalf of one Party to the other Party (or, to the extent applicable, its Subcontractors or any of their respective Representatives, and collectively with the other Party, "**Recipient**") prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("**Information**") are confidential as of the date of disclosure. Information shall be deemed to include information developed, produced or derived from any of the foregoing. Such Information shall not be disclosed by the Recipient to any other Person, except as expressly permitted under this Agreement or as mutually agreed in writing.
- (b) A Recipient shall be permitted to disclose such Information (i) to its accountants, lawyers, financial advisors, marketing advisors, affiliates and employees (collectively, its "**Agents**") as necessary for the performance of their respective duties, provided that such Agents agree to treat the Information as confidential and such Agent is subject to enforceable confidentiality obligations at least as restrictive in this Agreement, or as required by Applicable Law or requested by any Governmental Authority (including USCAA's compliance with 12 C.F.R. §1026.57(b)). Notwithstanding the foregoing, the Recipient shall be liable for any breach of the Section by its Agents.
- (c) USCAA shall keep and shall cause its Subcontractors and their respective Representatives to keep) all Information (including Nonpublic Personal Information) confidential and shall not make any copies of any kind or transfer, provide, trade, give away, barter, lend, send, sell, or otherwise disclose (collectively "**transfer**") (and shall cause its Subcontractors and their respective Representatives not to make or transfer) any such information to any other entity or individual for any reason, except as required by this Agreement or for uses agreed to in writing by Bank prior to any such transfer. For the avoidance of doubt, USCAA shall be liable for any breach of this Section by its Subcontractors and their respective Representatives. If USCAA receives a request or demand to disclose Information (including Nonpublic Personal Information) pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, USCAA will to the extent not prohibited by Applicable Law: (i) immediately notify Bank of the existence, terms, and circumstances surrounding such request; (ii) consult with Bank on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such information is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of such information to be disclosed that Bank designates.
- (d) During the Term and thereafter until USCAA and its Subcontractors and their respective Representatives and Agents no longer have in their possession or control Bank's Information USCAA will have, maintain and continually assess (and cause its Subcontractors and their respective Representatives and Agents to have, maintain and continually assess) an information security program that is designed to: (i) ensure the security, integrity and confidentiality of Information (including use of a change control process to ensure that access to its systems (and those of its Subcontractors and their respective Representatives and Agents) and Information is controlled and recorded); (ii) protect against any anticipated threats or hazards to the security or integrity of Information which includes the use of up-to-date commercially available virus and malicious code detection and protection products; (iii) protect against unauthorized access to or use of Information that could result in substantial harm or inconvenience to a Customer or applicant in respect of the Program; and (iv) ensure the proper return of Information to Bank and/or the proper disposal of Information.

(e) During the Term and thereafter until USCAA and its Subcontractors and their respective Representatives and Agents no longer have in their possession or control Bank's Information USCAA will (and cause its Subcontractors and their respective Representatives and Agents to): (i) notify Bank in writing within twenty four hours; and (ii) promptly call the Bank of America Incident Response Team at (800) 207-2322, Option 1 (or such other toll-free number provided by Bank from time to time) in the event of a breach of security or the detection of any suspicious activity relating to an information security breach or attempted breach that could include Information, whether in USCAA's possession or in the possession of an affiliate, employee, volunteer, agent, and/or Representative. USCAA will cooperate fully (and cause its Subcontractors and their respective Representatives and Agents to cooperate fully) with Bank to investigate, resolve and control security incidents. USCAA will reimburse Bank for its cost of producing and mailing any notice required by Applicable Law that informs the Customer of a security breach and will pay for any credit monitoring service or other remedy that is provided to affected Customers. USCAA will monitor (and will cause its Subcontractors and their respective Representatives and Agents to monitor) industry-standard information channels for newly identified system vulnerabilities and fix or patch any identified security problem in an adequate and timely manner. Unless otherwise expressly agreed in writing, "timely" will mean that USCAA will introduce (and cause its Subcontractors and their respective Representatives and Agents to introduce) such fix or patch as soon as commercially reasonable after USCAA (or its and their respective Representatives and Agents) becomes aware of the security problem). This obligation extends to all devices that comprise USCAA's system (or that of its Subcontractors and their respective Representatives and Agents), including application software, databases, servers, firewalls, routers and switches, hubs and to all of USCAA's other Information handling practices.

(f) The provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. TERM OF AGREEMENT

(a) The initial term of this Agreement shall begin on the Effective Date and unless sooner terminated in accordance with this Agreement or by further agreement of the Parties, end on July 31, 2025 ("**Initial Term**").

(b) This Agreement may be renewed upon mutual written agreement of the parties (each a "**Renewal Term**"; and together with the Initial Term, the "**Term**").

9. STATE LAW GOVERNING AGREEMENT

This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance shall be governed by, and construed and enforced in accordance with, the internal Laws of the State of Delaware applicable to contracts entered into and performed entirely within the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and excluded.

10. GROUP MARKETING

(a) Without limiting Bank's obligations as set forth in Section 3(b), USCAA may design and produce, at its expense, all marketing material with regard to any Program marketing efforts being conducted by

USCAA and any Subcontractor acting on behalf of USCAA (excluding the Bank) ("**Group Marketing Effort**" or "**GIP**"). USCAA will give Bank notice at least sixty (60) days prior to its desired date to engage in any GIP.

(b) All GIP marketing materials must be coded by USCAA as instructed by Bank for tracking purposes. Credit Card Accounts generated from any GIP will entitle USCAA to the Royalty for GIP specified in Schedule A, subject to the other terms and conditions of this Agreement. Notwithstanding anything in this Agreement to the contrary, Credit Card Accounts opened from or arising out of marketing materials available to, or inquiries from Members which do not contain or reference such coding shall not constitute GIP Accounts and will not qualify for any GIP Royalty.

(c) Bank will have the right of prior approval of all marketing materials to be used in any Group Marketing Effort. Bank has control over, in its sole discretion, the commencement, scope, timing, content and continuation of any Group Marketing Effort. In furtherance of the above, USCAA shall immediately discontinue any or all Group Marketing Efforts upon receipt of, and in accordance with, any written notice from Bank requesting such discontinuance. USCAA will not deviate from the approved materials and plan for any Group Marketing Effort without the prior written approval of Bank.

(d) All actual costs incurred by Bank in producing and mailing materials created pursuant to any Group Marketing Effort or of supporting any Group Marketing Effort will be promptly reimbursed by USCAA upon demand.

(e) With respect to any Group Marketing Effort, USCAA will comply with all Applicable Law.

(f) USCAA will advertise all the products offered under the Program on USCAA's home page, account profile pages and such other prominent locations within the internet site(s) of USCAA as the parties shall mutually agree upon, all at USCAA's expense. Subject to obtaining Bank's prior approval as provided for in 10(c), all of the foregoing advertising activities, including the timing, location and content of such advertising, shall be subject to USCAA's control, review and approval. Bank may establish a hyperlink from each such advertisement to another internet site (an application site), or may provide a telephone number in each such advertisement, to enable a person to apply for each advertised Financial Service Product. Any Credit Card Accounts generated pursuant to such a hyperlink or telephone number will entitle USCAA to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. USCAA will modify or remove such advertisements within two Business Days of Bank's request. To enable Bank to view Program material, USCAA will provide Bank with the ability (including unique login credentials) to access any and all relevant pages within the USCAA internet site(s) that contain marketing materials for the Program, including any "members only" or other restricted access pages that display Program material; provided that Bank shall not be granted access to USCAA internet sites that do not display Program material or that contain confidential or proprietary information unrelated to the Program.

(g) During the Term, USCAA agrees to conduct as instructed by bank, at its expense and on an ongoing basis the following Group Marketing Efforts for Deposits offered under the Program: (i) online marketing efforts, which would include hyperlinks to a Bank Deposits application and/or Bank inbound application telephone number(s), which shall include, but not be limited to, standalone e-mails, e-newsletters, welcome kit e-mails, and digital magazines; and (ii) offline marketing efforts, which would include either Deposit applications and/or Bank inbound application telephone number(s), which shall include, but not be limited to, publication ads, magazine inserts, welcome kits, coupon books, member directories, statement messages, statement inserts, flyers, renewal notices, event notifications and VRU messaging.

(h) Subsections (c), (d), and (e) of this Section 10 shall survive the expiration or earlier termination of this Agreement.

11. TERMINATION

(a) In the event of any material breach of this Agreement by either Party, the other Party may terminate this Agreement by giving notice to the breaching Party. This notice shall (i) include a description of the material breach; and (ii) state the Party's intention to terminate this Agreement. If the breaching Party does not cure or substantially cure such breach within 60 days after receipt of notice, as provided herein (the "**Cure Period**"), then this Agreement shall terminate 60 days after the Cure Period.

(b) If either the Bank or USCAA:

- (i) commences a voluntary case under Title 11 of the United States Code or the corresponding provisions of any successor laws;
- (ii) is subject to an involuntary case against such Party under title 11 of the United States Code or the corresponding provisions of any successor laws and either (A) the case is not dismissed by midnight at the end of the 60th day after commencement or (B) the court before which the case is pending issues an order for relief or similar order approving the case;
- (iii) is appointed a custodian by a court of competent jurisdiction, or such Party makes an assignment of all or substantially all of its assets to such a custodian (as that term is defined in title 11 of the United States Code or the corresponding provisions of any successor laws) for such Party or all or substantially all of its assets;
- (iv) fails generally to pay its debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so;
- (v) makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation;
- (vi) becomes insolvent in that its liabilities exceed its assets; or
- (vii) ceases to conduct business for a period of over two weeks,

then the other Party may immediately terminate this Agreement upon written notice given by such Party as provided herein.

(c) Upon the expiration or earlier termination of this Agreement, Bank shall, except as set forth in Subsection 11(d), cease to use the USCAA Trademarks and University Trademarks for Program marketing purposes, provided that Bank may conclude all solicitations required by Applicable Law. Upon the expiration or earlier termination of this Agreement, Bank shall not claim any right, title, or interest in or to the USCAA Trademarks, University Trademarks, or to the Marketing Lists. The provisions of this Subsection 11(c) shall survive the expiration or earlier termination of this Agreement.

(d) Bank shall have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by or on behalf of USCAA or any USCAA Affiliate to the Members. Upon expiration or earlier termination of this Agreement, Bank will commence and will pursue with commercially reasonable effort a "wind down" of all Program marketing and related marketing activities, and shall have up to 90 days from the termination or expiration date to: (x) suspend marketing and remove marketing materials from Bank's marketing channels; (y) use USCAA Trademarks and University Trademarks in connection with existing Deposit Accounts, Credit Card Accounts and those opened during such period; and, (z) remove, using commercially reasonable efforts, USCAA Trademarks and University Trademarks from Program collateral and account materials in Bank's possession, such as statements, welcome packages, and card

carriers. USCAA shall not attempt to cause the removal of USCAA Trademarks and University Trademarks from any Person's credit devices, debit devices, checks or records of any Customer existing as of 90 days immediately following the expiration or earlier termination of the Term. Bank shall have the right to use USCAA Trademarks and University Trademarks on such credit devices, debit devices, checks and records until their normally scheduled reissue date or exhaustion. The provisions of this Subsection 11(d) shall survive the expiration or earlier termination of this Agreement.

(e) If Applicable Law has or could have a material adverse effect on Bank's businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined in Bank's sole discretion ("**Event**"), Bank may notify USCAA in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within 30 business days after USCAA's receipt of Bank's notice, the Parties have not, for whatever reason, fully executed an addendum that is satisfactory to both Parties, Bank shall have the right to terminate either the Deposits Program or the Credit Card Program, or the Agreement in its entirety, without penalty or liability to USCAA, upon 90 days advance written notice. For the avoidance of doubt, in the event either the Deposit Program or Credit Card Program is terminated earlier than the Agreement as provided for in this Subsection 11(e), such terminated program remains subject to the Sections in the Agreement that by its express terms are meant to survive the expiration or earlier termination of this Agreement and the rights and obligations in any other provision of this Agreement with respect to the products offered under such program shall be null and void, in each case as if the termination of such program was a termination or expiration of the Agreement for just that program.

(f) For the 1 year period immediately following the expiration or earlier termination of this Agreement for any reason, USCAA agrees that neither USCAA nor any USCAA Affiliate shall, by itself or in conjunction with others, directly or indirectly, target any offer of a Financial Service Product or a related product to persons who were Customers. Notwithstanding the foregoing, USCAA may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another financial service program endorsed by USCAA, provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further that persons are not directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Members. The provisions of this Subsection 11(f) shall survive the expiration or earlier termination of this Agreement.

(g) If ordered or requested to do so by any Governmental Authority, Bank may terminate this Agreement without further obligation or penalty upon reasonable prior notice to USCAA effective as of the date specified in such notice or as required by such Governmental Authority.

(h) In addition to the requirements of Section 11(d), and subject to Section 11(f), USCAA may, at its sole discretion, communicate to Members through its own communications channels regarding the termination or expiration of the Program. Any such communication in connection with, relating to or referring to the termination of the Agreement must adhere to the following conditions:

- (i) There shall be no mention of USCAA's new credit card issuer, nor any link or phone number of such new credit card issuer;
- (ii) The communication shall be factually accurate and shall not disparage Bank, its Affiliates or employees or any Bank or Bank Affiliate product or service;
- (iii) Bank shall have final approval over the content of such notice and timing of such notice; and

- (iv) USCAA shall be solely responsible for all costs associated with the production and communication of such notice.
- (i) At least 90 days prior to the termination of this Agreement, USCAA may request Bank to provide a statement insert in Customer billing statements immediately prior to termination of this Agreement notifying such customers of the Program's pending termination. Bank's approval and insertion of such statement insert shall be subject to USCAA's timely submission of the statement insert content. The insert shall notify Customers of the termination of the Program and shall not reference any successor program and shall be subject to Bank's prior approval. USCAA shall be responsible for the cost to produce such insert as well as any increase in Bank's postage as a result of such insertion. Notwithstanding the above, all billing statement insert materials shall be subject to: (i) the then applicable Bank's size, quality, scheduling, procedural and weight requirements; (ii) Bank's obligation to include in its billing statement any inserts required by Visa, American Express and/or MasterCard regulations, by federal or Delaware state law, or any other required legal notice or collection/delinquency notice; and (iii) any Customer imposed restrictions on such inserts. To the extent USCAA's insert is superseded by any of the issues noted in the immediately above sentence, Bank will provide USCAA with insert space in the next available Customer billing statements.

12. INDEMNIFICATION

- (a) USCAA will indemnify, defend, and hold harmless Bank, and its respective directors, trustees, officers, agents, employees, affiliates, insurers, successors and assigns from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("**Losses**"), resulting from: (i) the material breach of this Agreement by USCAA or its directors, officers, employees, agents, Affiliates or Subcontractors; or (ii) the gross negligence or willful misconduct of USCAA, its, representatives, agents, Affiliates, and its Subcontractors..
- (b) Bank will indemnify and hold harmless USCAA, and its respective directors, trustees, officers, agents, employees, affiliates, insurers, successors and assigns from and against any and all Losses resulting from: (i) the material breach of this Agreement by Bank or its directors, officers, employees, agents, affiliates or subcontractors; or (ii) the gross negligence or willful misconduct of Bank, or its representatives, agents, affiliates or subcontractors.
- (c) Each Party shall promptly notify the other Party in the manner provided herein upon learning of any claims or complaints that may reasonably result in indemnification.

13. MISCELLANEOUS

- (a) This Agreement cannot be amended, modified or supplemented except by written agreement signed by the authorized agents of all Parties. Emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Subsection 13(a); provided, however that changes of address/person may be accomplished by plain body of an e-mail delivered as provided below in Subsection 13(f).
- (b) This Agreement (a) is a final, complete, and exclusive statement of the agreement and understanding of the Parties with respect to the subject matter hereof, (b) collectively constitute the entire agreement of the Parties with respect to the subject matter hereof, and (c) supersede(s), merge(s), and integrate(s) herein any prior and contemporaneous negotiations, discussions, representations, understandings, and agreements between any of the Parties (including the Previous Agreement except as expressly provided herein), whether oral or written, with respect to the subject matter hereof.

(c) Notwithstanding anything to the contrary herein, no waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The provisions of this Subsection 13(c) shall survive the expiration or earlier termination of this Agreement.

(d) Titles, captions, and headings included herein are for convenience of reference only and are not to affect the meaning, construction, or interpretation hereof or of any provision hereof.

(e) It is the desire and intent of the Parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction or Governmental Authority to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

(f) All notices required by this Agreement must be given in writing in order to be valid. Notices shall be deemed given: (i) upon receipt if sent hand delivery or facsimile; (ii) 1 business day after sending prepaid by nationally or internationally recognized overnight or express courier or service; (iii) 3 business days after mailing by registered or certified mail, postage prepaid, return receipt requested; or (iv) at the time that notice of receipt is generated electronically as a result of the recipient opening the email (*i.e.*, read request receipt, which some recipients might be able to prevent) or at the time that the sender can demonstrate electronically that the email has been delivered (*i.e.*, by requesting a delivery receipt), or at such other time as the recipient acknowledges receipt. To be valid for purposes of this Agreement, all notices must be addressed as follows:

(1) If to USCAA:

USC Alumni Association
Epstein Family Alumni Center
3607 Trousdale Parkway, TCC 305
Los Angeles, California 90089-3106

ATTENTION: Patrick E. Auerbach EdD
Associate Senior Vice President for Alumni Relations

e-mail: patrick.auerback@usc.edu

(2) If to Bank:

Bank of America, N.A.

1000 Samoset Drive
DE5-021-02-07
Newark, DE 19713

ATTENTION: Contract Administration

Facsimile: 206-585-9732
e-mail: cadminis@bankofamerica.com

(3) Any Party may change the mail and e-mail addresses to which communications are to be sent by giving notice, as provided herein, of such change of address. Communication sent using e-mail properly addressed as required by this Section 13(f) shall be presumed properly sent notwithstanding the receipt by the sender of an undeliverable notice or similar automated response.

(g) Without the prior written consent of Bank, USCAA will not (and shall cause its Subcontractors and their respective Representatives to not) assign any of its rights or delegate any of its (or their) obligations under or arising from this Agreement, including access to the Bank's data (including Information) and operational systems. Bank will not assign or transfer its rights and/or obligations under this Agreement without the written consent of USCAA; provided however, that Bank may assign or transfer, without consent, any of its rights and/or obligations under this Agreement:

(i) to any Bank Affiliate which can fully perform such obligations;

(ii) to any Person(s) pursuant to a sale(s) (other than a sale as described in Clause (iii), below) as long as such prospective buyer(s) has/have substantially similar customer satisfaction standards as Bank; or

(iii) to any Person(s) pursuant to a merger, consolidation, or a sale(s) of all or substantially all the assets of Bank.

Bank may use the services of any third-party in fulfilling its obligations under this Agreement, provided that Bank shall remain responsible for such obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be performed, offered or provided by or through Bank's Affiliates.

(h) The Parties are not agents, joint or co-venturers, representatives or employees of each other. Neither Party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

(i) Nothing in this Agreement is intended or shall be deemed to confer any rights or benefits upon any Person other than the Parties hereto or to make or render any such other Person a third-party beneficiary of this Agreement, except to the extent a Person has a right to be indemnified under this Agreement. The provisions of this Subsection 13(i) shall survive the expiration or earlier termination of this Agreement.

(j) [Intentionally omitted]

(k) [Intentionally Omitted]

(l) Neither Party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, strike, embargo, government laws, rules, regulations or requirements, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed Party ("**force majeure condition**"). The non-delayed Party shall have the right to terminate this Agreement if such force majeure condition endures for more than 120 days by providing the delayed Party with least 30 days prior written notice of such termination, which notice must be received by the delayed Party within 10 days after the expiration of the 120 day period.

(m) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction. The Parties agree that if a representative of each of the Parties signs this Agreement (whether manually or electronically) and transmits such Agreement to the other Party or Parties via facsimile or electronically transmitted portable document format, the Agreement shall be treated in all manner and respects as having an original signature (or counterpart thereof) and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of a Party, each other Party hereto shall re-execute original forms thereof and deliver them to all other Parties. No Party shall raise the use of a facsimile machine, electronic signature or electronic transmission in portable document format or the fact that any signature was transmitted or communicated through the use of facsimile machine or electronic transmission in portable document format as a defense to this Agreement and each such Person forever waives any such defense. The provisions of this Subsection 13(m) shall survive the expiration or earlier termination of this Agreement.

(n) This Agreement is the product of negotiations between the Parties hereto having the assistance of counsel and other advisors. No provision of this Agreement shall be read, construed or interpreted for or against either Party by reason of ambiguity of language, rule of construction against the draftsman, or any similar doctrine.

(o) USCAA agrees to cooperate, at Bank's expense, with (and to cause each USCAA Subcontractor, and their respective Representatives, to cooperate with) each Governmental Authority with jurisdiction over Bank in connection with any examination or other supervisory activity by such Governmental Authority. The provisions of this Subsection 13(o) shall survive the expiration or earlier termination of this Agreement.

(p) Neither any submission of this document by one Party to the other, nor any correspondence or other communications between the Parties in connection therewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the Parties unless and until one or more duplicates of this document has been fully executed and delivered between the Parties hereto, whereupon this document shall become the binding Agreement. Accordingly, any such submission or communications or correspondence between the Parties or their respective agents or attorneys is intended only as non-binding discussions, and either Party shall have the absolute right to withdraw from such discussions at any time without any liability whatsoever to the other Party.

(q) Each Party hereto acknowledges and agrees that any controversy which may arise under this Agreement or any related agreement is likely to involve complicated and difficult issues, and therefore each such Party hereby irrevocably and unconditionally waives any right such Party may have to a trial by jury with respect to any litigation between or among the Parties directly or indirectly arising out of or relating to this Agreement or any related agreement, or the transactions contemplated by this

agreement or any related agreement. Each Party hereto certifies and acknowledges that: (a) no representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver; (b) such Party understands and has considered the implications of this waiver; (c) such Party makes this waiver voluntarily; and (d) such Party has been induced to enter into this Agreement and each related agreement by, among other things, the mutual waivers and certifications in this Subsection 13(q). The provisions of this Subsection 13(q) shall survive the expiration or earlier termination of this Agreement.

(r) Except as expressly provided otherwise in this Agreement, no right or remedy herein conferred upon or reserved to either Party (including any termination pursuant to Section 11) is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Agreement, or under law or regulation, whether now or hereafter existing.

(s)

(1) EXCEPT AS PROVIDED HEREIN OR IN (2) BELOW, IN NO EVENT SHALL ANY PARTY OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTIES OR ANY THIRD-PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE OF DATA, OR LOST REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(2) THE LIABILITY LIMITATION SET FORTH IN (1) ABOVE SHALL NOT APPLY TO DAMAGES OR LIABILITIES ARISING FROM THIRD-PARTY CLAIMS THAT ARE SUBJECT TO INDEMNIFICATION HEREUNDER NOR TO DAMAGES OR LIABILITIES ARISING FROM A MATERIAL BREACH OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT.

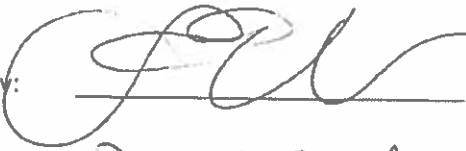
(t) As of the Effective Date, the Parties hereby agree that the Previous Agreement is terminated, and the Parties, rights and obligations with respect to the Program shall be governed by the terms and conditions of this Agreement; provided, however, that the Previous Agreement shall govern the Parties' relationship with respect to any claim or obligation arising prior to the Effective Date.

[Remainder of this page intentionally blank – signature page follows]

IN WITNESS WHEREOF, each of the Parties, by its representative (who represents and warrants to the other Party that he or she has the necessary authority to bind his or her respective Party), has executed this Agreement as of the date first above written.

University of Southern California, on behalf of its
USC Alumni Association

Bank of America, N.A.

By: 

Name: Patrick E. Auerbach

By: 

Name: Jake Frego

Title: ASVP for Alumni
Relations, USC

Title: Senior Vice President

Schedule A

I. ROYALTY ARRANGEMENT

During the Term, Bank shall pay USCAA quarterly in arrears, a Royalty calculated as follows. For clarity, the Royalties set forth below, where applicable, shall also apply to all Credit Card Accounts opened prior to the date of this Agreement that remain open and in good standing. If permitted by USCAA, Bank may create a special class of consumer accounts for USCAA employees under the Program, and shall not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

A. CREDIT CARD ACCOUNTS

1. \$3.00 (three dollars) for each new Credit Card Account opened (other than a GIP Account) after it becomes an Activated Account.
2. \$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the immediately preceding twelve (12) months.
3. 0.50% (fifty basis points) of the Net Retail Spend generated by Customers using Credit Card Accounts (other than reward accounts).
4. \$100.00 (one hundred dollars) for each GIP Account opened after it becomes an Activated Account. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD ACCOUNTS

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

1. \$3.00 (three dollars) for each new Reward Account opened, after it becomes an Activated Account. This Royalty will not be paid for any account which, after opening, converts to a Reward Account, or for any Reward GIP Account.
2. \$3.00 (three dollars) for each Reward Account for which the Annual Fee is paid by the Customer. If no Annual Fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all Net Retail Spend generated by Customers using Reward Accounts.
4. \$100.00 (one hundred dollars) for each Reward GIP Account opened after it becomes an Activated Account. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. **PREMIUM REWARD ACCOUNTS**

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

1. \$3.00 (three dollars) for each new Premium Reward Account opened after it becomes an Activated Account. This Royalty will not be paid for any account which, after opening, converts to a Premium Reward Account, or for any Premium Reward GIP Account.
2. \$3.00 (three dollars) for each Premium Reward Account for which the Annual Fee is paid by the Customer. If no Annual Fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Premium Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Premium Reward Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Premium Reward Account may renew every twelve (12) months after the opening of the account.
3. 0.05% (five basis points) of all Net Retail Spend generated by Customers using a Premium Reward Account.
4. \$100.00 (one hundred dollars) for each Premium Reward GIP Account opened after it becomes an Activated Account. Such Premium Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. **DEPOSIT ACCOUNTS**

During the Term, USCAA will receive the Deposits Royalties set forth below. Deposits Royalty compensation provisions will only apply to Deposit Accounts and not to any other Financial Service Product. Except as set forth in this Section D, Deposit Accounts are not eligible for any other Royalty compensation provisions contained in the Agreement. Further, Deposit Royalties will not be paid to USCAA on any existing deposit account that is converted to the Program.

1. \$10.00 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth (90th) day from the account opening date.
2. An additional \$2.00 (two dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made approximately forty-five (45) days after the end of each calendar quarter.

E. **ROYALTY ADVANCE**

1. Upon full execution of this Agreement by Bank, and upon each annual anniversary of the Effective Date in 2019 through 2022, respectively, during the Initial Term of this Agreement, Bank shall pay to USCAA as follows: four hundred thousand dollars (\$400,000.00) in 2018, three hundred seventy-five thousand dollars (\$375,000.00) in 2019, three hundred fifty thousand dollars (\$350,000.00) in 2020, three hundred twenty-five thousand dollars (\$325,000.00) in 2021 and three hundred thousand dollars (\$300,000.00) in 2022 (each and in the aggregate, an "**Advance**"), as an advance against future Eligible Royalties, subject to the provisions set forth below. All Eligible Royalties accrued shall, in lieu of direct payment to USCAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Eligible Royalties accrued thereafter shall be paid to USCAA as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional

Advances to USCAA hereunder, and (y) USCAA hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Eligible Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (iv) below should occur:

(i) the Agreement is terminated prior to the end of the Term as stated in this Agreement as of the Effective Date;

(ii) USCAA breaches any of its material obligations under this Agreement and such material breach is not cured within the Cure Period or within such additional time to cure as may be agreed to by the Parties;

(iii) Bank is prohibited or otherwise prevented by USCAA from conducting at least six (6) direct mail campaigns to the full updated Marketing List during each consecutive twelve (12) month period during the Term; and

(iv) Bank is prohibited or otherwise prevented by USCAA from conducting at least two (2) e-mail campaigns to the full updated Marketing List during each consecutive twelve (12) month period during the Term.

2. If during any given year(s) during the Initial Term of this Agreement Bank recoups all prior Advances paid by it to USCAA in prior years, and pays USCAA Eligible Royalties accrued by USCAA over and above the Eligible Royalties used by Bank to recoup such prior Advances (the ***"Paid Out Royalties"***), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

F. ROYALTY GUARANTEE

USCAA shall be guaranteed to accrue Eligible Royalties (including the amount of the Advances) equal to or greater than one million seven hundred fifty thousand dollars (\$1,750,000.00) (the ***"Guarantee Amount"***) by July 31, 2023, subject to the provisions set forth below; however, the foregoing shall in no way restrict USCAA's ability to seek damages against Bank in the event USCAA terminates the Agreement prior to July 31, 2023 pursuant to Sections 11(a) or (b). If on July 31, 2023, USCAA has not accrued \$1,750,000.00 in Eligible Royalties, Bank will pay USCAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by USCAA during the Term and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection E.1., above.