



SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is made effective and entered into as of the 1st day of May 2018 ("Effective Date"), by and between City of San Antonio ("City of San Antonio"), with offices located at 114 W. Commerce Street, 6th Floor, San Antonio, TX 78205 and UNITED SERVICES AUTOMOBILE ASSOCIATION ("USAA"), with offices located at 9800 Fredericksburg Road, San Antonio, Texas 78288 (each a "Party" and collectively the "Parties").

USAA desires to support and sponsor San Antonio's Safest Driver Contest with the City of San Antonio. This initiative aligns to P&C's Auto Insurance Strategy – Road to 2020 – Be an Industry Leader in Safety & Prevention;

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

- Sponsorship Payment.** The fee for sponsorship is in the attached EXHIBIT A – STATEMENT OF WORK. Payment of the contribution shall be invoiced to accountspayable@usaa.com with a courtesy copy to shayna.dickson@usaa.com. All invoices shall include the USAA CCN 0000020505 and state "Invoice Reviewer is Shayna Dickson."
- Sponsorship Responsibilities.** Beginning on the date of signature and through the Term, the City of San Antonio will work closely with USAA, as the primary sponsor of City of San Antonio's Safest Driver Contest, to perform the responsibilities as further detailed in the attached EXHIBIT A – STATEMENT OF WORK
- Confidentiality.** The parties acknowledge and agree that City of San Antonio is a governmental entity and subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code. In the event that City of San Antonio receives a request for information or records provided by USAA to City pursuant to this Agreement, City of San Antonio shall promptly, but in no event more than ten (10) business days after receipt of such request, notify USAA of such request so as to afford USAA the opportunity to take actions to attempt to prevent such disclosure. To the extent permitted under the Texas Public Information Act, both Parties, and their employees, agents, affiliates or representatives: a) will not at any time or in any manner, either directly or indirectly, use for the personal benefit or divulge, disclose, or communicate in any manner, any information that is identified as proprietary or confidential by the other Party or not generally known by third parties, and b) will protect such information, treat it as strictly confidential, will only use such information to perform the obligations under the Agreement and will only disclose such information to those employees, agents affiliates and representatives who have a direct 'need to know' such information. This provision will continue to be effective after the termination of this Agreement. Further, neither Party will use, copy, adapt, alter or part with possession of any information of the other and which is disclosed or otherwise comes into its possession under or in relation to the Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient has written permission from the discloser to disclose, which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient or which the recipient is legally obligated to disclose.
- Force Majeure.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either Party's reasonable control ("Force Majeure"), and if the Party unable to carry out its obligations gives the other Party prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable



dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.

5. **Marketing Materials; Approval.** Each Party may provide the other Party with the certain digital assets, marketing collateral, marketing templates, creatives and layouts, and/or digital media regarding the Safest Driver Contest and shall only be used in marketing materials distributed or utilized with respect to the marketing of the City of San Antonio's Safest Driver Contest ("Marketing Materials"). Each of City of San Antonio and USAA represents that it has received all of the necessary permissions, if applicable, and has the right to use or license as provided herein any trademark, logo, and/or individual displayed or featured in the content included in its respective portion of or contribution to the Marketing Materials. Each respective Party, or their respective approved agents, shall approve in writing all Marketing Materials of the other Party. Upon receipt of any Marketing Materials for approval, each respective Party shall use its commercially reasonable efforts to review and approve or reject the Marketing Materials within five (5) business days. Each respective Party will not unreasonably withhold approval of any Marketing Materials submitted by the other Party for approval. For purposes of clarity, all media releases, public announcements, public disclosures, mentions on digital properties or social media, and/or public relations efforts by the other Party relating to this Agreement or the other Party's participation or involvement with the subject matter of this Agreement, including promotional or advertising materials, shall require a Marketing Materials approval as outlined in this Section 5. Notwithstanding the foregoing, if a Marketing Material is substantially the same, and has no material changes to the content of, prior Marketing Material that has been approved in writing by the other Party pursuant to this Section 5, written approval by the other Party for such similar Marketing Material will not be required.
6. **Trademark License.** USAA grants the City of San Antonio a royalty-free, non-exclusive, fully-paid, non-transferable, non-sublicenseable license to use and display the trade name, trademarks, services marks, logos, or other identification associated with USAA's products specified in Exhibit A ("USAA Marks"). City of San Antonio grants USAA a royalty-free, non-exclusive, fully-paid, non-transferable, non-sublicenseable license to use and display the trade name, trademarks, services marks, logos, or other identification associated with Safest Driver Contest specified in Exhibit A ("City of San Antonio Marks"). All use of the USAA Marks and/or City of San Antonio Marks (together, the "Licensed Marks") shall be limited solely to the operating, marketing, promoting and advertising the City of San Antonio's Safest Driver Contest and all placements and use must be approved in writing by the licensor Party ("Licensor") prior to use. All uses of the Licensed Marks shall be subject to the trademark usage guidelines provided by Licensor. The use of the Licensed Marks will not be used in a way which would cause any person to reasonably infer, or would otherwise convey the impression, that the City of San Antonio and USAA are in any way affiliated with, or otherwise acting on behalf of the other Party. USAA and the City of San Antonio acknowledge that the provisions of this paragraph do not convey to either Party any right, title or ownership interest in any Licensed Marks. Licensed Marks will remain the exclusive property of the Licensor. The Party receiving the license under this Section 6 ("Licensee") will not contest or aid others in contesting the validity of the Licensed Marks or the Licensor's ownership of the Licensed Marks. Licensee will not apply for, or aid or cause others to apply for, any registration of the Licensed Marks or other trademarks or service marks similar to the Licensed Marks. Licensee will not take any other action inconsistent with Licensor's ownership of the Licensed Marks. Any benefits (including, without limitation, goodwill) accruing from Licensee's use of the Licensed Marks will automatically vest in Licensor. Upon Licensor's reasonable request, Licensee will furnish to Licensor samples of each use of the Licensed Marks by Licensee. Licensee will reasonably cooperate with Licensor in facilitating inspection and quality control over Licensee's use of the Licensed Marks. Licensee's use of the Licensed Marks will not tarnish, blur, or dilute the quality associated with the Licensed Marks or the associated goodwill. Licensee will not use any other trademarks, service marks, trade names, or logos that are confusingly similar to the Licensed Marks. Except as expressly provided herein, neither Party shall have the right to use the Licensed Marks of the other Licensor without the Licensor's prior written consent.
 - a. **USAA Logo Placement:** It is permissible for the Marks to be grouped with multiple sponsors. In that instance, the logo should be proportionally sized along with the other logos. USAA's logo cannot be placed on a patterned or photo background and must include a surrounding area of isolation around the logo that matches the height of the "USAA" letters in the logo image. Except as expressly provided herein, neither



Party shall have the right to use in any way the USAA Marks as identified in section **5 Trademark License** above, or other identification of the other Parties without prior written consent.

- b. **Electronic File of Logo.** The Marks will be provided to the City of San Antonio via a USAA brand representative or Shayna Dickson.
7. **Term and Termination.** This Agreement shall commence upon the signature date and will expire on December 31, 2018, ("Term"). Either Party may immediately terminate this Agreement upon a material breach of any term or condition set forth herein. Advance notice in writing shall be provided to the Party in breach.
8. **Legal Compliance.** Each Party is and shall remain in material compliance with all applicable laws, ordinances, rules, and regulations governing its obligations hereunder ("Applicable Law") including, without limitation, any: export laws and regulations; laws and regulations promulgated or issued by the Office of Foreign Assets Control of the U.S. Department of the Treasury or successor organization ("OFAC"); and/or consumer financial laws, regulations, guidance and prohibitions on unfair, deceptive or abusive acts or practices. Each Party further warrants any performance under this Agreement will not be in violation of OFAC regulations.
9. **Complaints.** If via direct or indirect channels, either Party receives complaints regarding the other, or the other Party's products and services, each Party will use commercially reasonable efforts to report complaints to the other within two (2) business days. Each Party will make commercially reasonable efforts to not respond to any complaints regarding the other or the other's products and services without prior consent from the other Party.
10. **Notices.** Any notice, demand or other communication (collectively, "Notice") required or permitted under this Agreement shall be in writing and deemed duly given when (i) actually received by the Representative(s) designated to receive Notices, or (ii) delivered to the address(es) (effective upon receipt) set forth below, provided the Notice is sent via certified or registered mail (return receipt requested) or via a reputable express courier service with tracking capabilities. Either Party may change its address for notices by providing written Notice of such change. Any Notice to USAA shall be directed to its Corporate Procurement department, attention to Senior Procurement Officer, with a copy to its Chief Legal Office, attention to Enterprise Operations Counsel.
11. **Independent Contractor.** USAA and the City of San Antonio shall be and act as independent contractors and under no circumstances shall this Agreement be construed as one of agency, partnership, or joint venture of employment between the City of San Antonio and USAA. None of the personnel under contract to, employed by, or volunteering for the City of San Antonio shall be deemed in any way to have any contractual relationship with the USAA whatsoever. The City of San Antonio shall be solely responsible for the conduct of its employees, personnel, and agents in connection with their obligation hereunder.
12. **Reciprocal Insurance Exchange.** The City of San Antonio acknowledges that USAA is a reciprocal interinsurance exchange, and as such, acknowledges that this Agreement is an obligation of USAA, and agrees that no personal liability shall extend to any officer, director, member, agent or employee of USAA. USAA acknowledges that this Agreement is an obligation of the City of San Antonio, and agrees that no personal liability shall extend to any officer, director, member, agent or employee of the City of San Antonio.
13. **Dispute Resolution.** In the event of a dispute, the Parties first shall endeavor to settle the matter informally. The Party that believes that a dispute exists shall give written notice of the dispute to the other Party describing the nature of the dispute, the circumstances giving rise to the dispute, the actions desired and the grounds upon which such actions are sought. The Parties shall meet and discuss the dispute either in person or by teleconference within two (2) business days of the notice.
14. **Assignment.** Neither Party may assign, subcontract or otherwise transfer any duties or responsibilities under this Agreement, in whole or in part, by operation of law or otherwise.
15. **Entire Agreement.** This Agreement contains the entire understanding between the parties hereto relating to the subject matter contained herein and supersedes and all prior agreements, arrangements, communications or representations, whether oral or written. This Agreement may not be amended, altered, modified, or changed except by an addendum signed by all parties hereto.
16. **Survival.** The obligations and provisions of this Agreement, which by their nature and content, are intended to survive the completion, rescission, termination, or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement (including any licenses granted to USAA under this Agreement) shall do so and continue



to bind the Parties. Without limiting the effect of the foregoing, the Parties specifically acknowledge that the obligations and provisions relating to reciprocal insurance exchange, trademark license, and confidentiality will survive any expiration or termination of this Agreement.

- 17. **Severability.** If any provision of this Agreement is determined to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, such provision(s) shall be amended, limited or eliminated to the minimum extent necessary such that this Agreement and all other provisions will remain in full force and effect.
- 18. **Counterparts.** This Agreement may be executed in counterparts, whether signed electronically or manually, all of which taken together shall constitute one single agreement between the Parties and each printed, imaged or copied version of the executed Agreement deemed an 'original' and neither party shall contest the admissibility of such copies.
- 19. **Waiver.** No rights of a Party shall be waived by any act, omission or delay, unless expressly waived in writing.
- 20. **Applicable Law.** This Agreement shall be governed by the laws of the State of Texas, without regard to any conflict of laws principles thereof.

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

UNITED SERVICES AUTOMOBILE
ASSOCIATION

CITY OF SAN ANTONIO.

By: _____

By: _____

Name:

Name:

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A

Statement of Work - San Antonio's Safest Driver Sponsorship

A. Purpose:

This Exhibit A covers tasks in furtherance of San Antonio's Safest Driver Contest with USAA as the primary sponsor.

B. Scope:

City of San Antonio shall complete the tasks, responsibilities and deliverables of this Exhibit A.

C. Timeframe:

The City of San Antonio should communicate all requirements to Cambridge Mobile Telematics, Inc., (CMT), a subcontractor of the City of San Antonio and the company providing the mobile application platform for the San Antonio Safest Driver Contest, as soon as contest planning begins. City of San Antonio shall remain solely responsible for any acts or omissions of CMT to the same extent as if such acts or omissions were performed by City of San Antonio. The contest will kick off June 11, 2018 and run through September 3, 2018 (Labor Day).

D. Requirements:

In consideration of USAA's sponsorship payment, as contemplated in Section 1 of the Agreement, USAA shall be the sole sponsor of the effort. USAA shall be included in all planning, corporate communications and media discussions as it relates to San Antonio's Safest Driver Contest.

E. Sponsorship Fees:

USAA shall pay forty-nine thousand five hundred dollars (\$49,500) to City of San Antonio in consideration of placement of USAA as primary sponsor of San Antonio's Safest Driver.

F. City of San Antonio Responsibilities:

- **Mobile-App:**
 - City of San Antonio's Safest Driver Contest mobile application shall prominently display co-branding text identifying USAA as a sponsor, e.g., "San Antonio's Safest Driver sponsored by USAA" in addition to City of San Antonio logos and other logos from San Antonio related to City of San Antonio's Safest Driver Contest. Placement of text/logos shall be reviewed and approved by USAA prior to use.
 - In coordination with USAA, conduct bi-weekly emails to contestants to increase app engagement.
- **Data Reporting:**
 - The City of San Antonio shall provide USAA all data reports from San Antonio's Safest Driver Contest received from CMT during and post-contest.
 - Additional analysis may be requested by USAA for an additional fee as needed and agreed to by the Parties in writing.
- **Developing Rules and Administering Prizes:**
 - USAA will work with 3rd party, teamDigital to develop contest rules and administer cash prizes with City of San Antonio oversight.
- **Marketing, Communications, and Media:**
 - USAA, City of San Antonio, and CMT shall mutually agree on on marketing, communications, and media planning for Safest Driver Contest awareness and promotion. This may include:
 - Any announcements and overviews pertaining to Safest Driver Contest to include press releases, digital communications, landing pages, email marketing, digital billboards, external media to include social platforms including social media, radio, print, signage and broadcast media as well as internal communications to USAA employees.



- Promotional engagement of Texas Department of Transportation, DMVs, OEMs (car dealerships), School Districts, Military Bases, Driver’s Education, Vision Zero, and Road to Zero.
 - USAA may create additional communications, marketing, and media around the contest as determined by USAA.
- **Participant Support/Tech Support Questions & Answers:** The City of San Antonio is responsible for setting up a technical support e-mail address and/or phone number, which may include use of the City of San Antonio’s 311 system, for contest participants to use in the event participants have questions regarding the contest. The City of San Antonio will be the first line of defense in determining whether issues need to be escalated to Cambridge Mobile Telematics for technical issues with the application, to teamDigital for questions regarding contest prizes, or USAA for questions related to USAA sponsoring the contest or any other USAA related questions. The City of San Antonio should provide the e-mail address and/or phone number to be presented within the application and on the contest landing page to CMT.

G. Licensed Marks:

