

UNIVERSITY MARKS/SPONSORSHIP AGREEMENT

This University Marks/Sponsorship Agreement ("Agreement"), dated as of July 1, 2017, ("Effective Date") is hereby entered into between adidas America, Inc. ("adidas"), an Oregon corporation with its principal place of business at 5055 N. Greeley Avenue, Portland, Oregon 97217, and Kansas Athletics, Incorporated ("Kansas Athletics"), a Kansas non-profit corporation having its principal offices at 1651 Naismith Drive, Lawrence, Kansas 66045 (collectively, the "parties").

WHEREAS, adidas and Kansas Athletics are parties to the University Marks/Sponsorship Agreement entered into as of September 1, 2005, as amended (the "Prior Agreement"); and

WHEREAS, on behalf of the University of Kansas ("University"), Kansas Athletics operates the intercollegiate athletics program involving (as of the Effective Date) eighteen men's and women's varsity sports and desires to secure sponsors to support its athletic programs; and

WHEREAS, Kansas Athletics has been granted permission by the University to use the trademarks of the University (the "University Marks"); and

WHEREAS, adidas wishes to continue to supply adidas Products, as defined below, to Kansas Athletics' athletic programs; to acquire the designation for certain adidas Products as the official Products of Kansas Athletics' athletic programs in the designated categories; to secure the sponsorship recognition and acknowledgement of adidas' products by Kansas Athletics' Athletic Program Staff; and to acquire certain sponsorship recognition rights from Kansas Athletics; and

WHEREAS, Kansas Athletics wishes to grant such rights, authorize such services, and accept such benefits.

NOW, THEREFORE, in consideration of the premises and representation made herein, the parties agree as follows:

1. **Definitions.**

The terms below are defined as follows:

A. "adidas" means adidas America, Inc., its Affiliates (defined below), and any successor company.

B. "adidas Products" means Products (defined below) which bear any adidas Trademarks (defined below).

C. "adidas Trademarks" means any name, logo, symbol, trademark or service mark, or brand licensed, owned or controlled (at any time) by adidas, including, but not limited to, the adidas name, Trefoil, 3-Stripes mark, Sport Heritage logo, Sport Performance logo, Sport Style Logo, and Sport Point.

D. "Affiliate" means any corporation, partnership, company or any other entity or person which controls, is controlled by, or is under common control with a party to this Agreement.

E. "Athletic Program Staff" means any and all individuals employed by or directed to act on behalf of Kansas Athletics' Athletic Programs (defined below), included, but not limited to, coaches, trainers, and strength and conditioning personnel.

F. "Authentic Competition Apparel" means all on-field, on-court, sideline, courtside, competition or practice apparel that is worn or used by Athletic Program Staff, Coaches or Teams, including, but not limited to, uniforms, courtside jackets and sweaters, game-day warm-ups, basketball shooting shirts, football player capes, headwear (including wool and fitted caps), windsuits, rainsuits, and sideline or courtside pants, shorts or shirts.

G. "Coach(es)" means the individual(s) employed by Kansas Athletics during the Contract Term to act as head coach or assistant coach of each Athletic Program (defined below).

H. "Coach Endorsement" means the right to use the name, nickname, initials, autographs, voice, facsimile signature, photograph, likeness, character, image or facsimile image, video and film portrayals of Coach, and other similar means of sponsorship recognition and acknowledgement that are considered standard in the sports marketing industry.

I. "Contract Territory" means the entire world. However, in the event that adidas wishes to distribute and/or sell merchandise outside of the United States, its territories and possessions, the Commonwealth of Puerto Rico, and the United States military bases abroad, adidas must receive prior written authorization from Kansas Athletics.

J. "Contract Year" means any twelve-month period from July 1 to June 30 during the Contract Term (defined below).

K. "Net Sales" means shall mean the total of "Net Sales Own Retail and Online" plus "Net Sales Wholesale." "Net Sales Own Retail and Online" shall mean 50% of the gross revenues received from all sales of licensed Products by any adidas Group company directly to consumers which are sold via adidas Group own retail operated stores (whether physical store or online via web shop) and reduced only by excise or indirect taxes (e.g. VAT and turnover taxes) and returns as credited to consumers. "Net Sales Wholesale" shall mean the gross revenues from all sales of licensed Products as

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invoiced by any adidas Group company and received from third party wholesale customers, excluding: Net Sales Own Retail and Online reduced only by excise or indirect taxes (e.g. VAT and turnover taxes), returns as credited to third party wholesale customers, usual cash, trade and sales discounts and allowances, insurance cover and freight out if invoiced separately.

L. "Products" means all apparel, footwear and accessories of an athletic or athleisure nature, including, but not limited to, Authentic Competition Apparel, Performance Apparel, all sports equipment adidas currently produces or licenses, including, but not limited to, protective eyewear, sunglasses, eyewear with performance attributes, watches and inflatables/balls, and, subject to Section 6.H, all other sports equipment that adidas does not currently produce or license but that may be added to its Product lines at any time during the Contract Term ("Additional Equipment").

M. "Replica Products" means Products substantially similar to the look and design of Authentic Competition Apparel.

N. "Team" means that group of students that comprises the eligible playing personnel of each Kansas Athletics' Athletic Program (defined below).

O. "Kansas Athletics' Athletic Program(s)" means and includes the following organized intercollegiate men's and women's team and individual sports sponsored by Kansas Athletics: Baseball/Softball, Football, Basketball, Tennis, Volleyball, Track & Field/Cross Country, Soccer, Golf, Swimming/Diving, Rowing, and Cheerleading/Spirit Squad and all other NCAA sponsored sports and any sports they may add.

P. "University Marks" means the names "The University of Kansas," "Kansas," "Jayhawks" and all other names, logos, trademarks, depictions, and/or symbols associated with the University.

Q. "Competitor" means any person, entity or organization other than adidas that develops, manufactures, distributes, markets, licenses or sells Products, but excluding Russell and Starter and Columbia.

R. "Performance Apparel" means all apparel items that have unique construction (i.e., compression/tight gear) and/or fabrications (i.e. moisture wicking) that assist the wearer during exercise or general athletic tasks.

2. **Term.** This Agreement shall remain in full force and effect from July 1, 2017 until June 30, 2031, unless sooner terminated in accordance with the terms and conditions of this Agreement (the "Term"). This Agreement shall be interpreted in its entirety and not as a series of one-year agreements. This Agreement supersedes and replaces all prior agreements and understandings between the Parties, whether oral or written, express or implied.

3. **Sponsorship Payments.**

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A. Subject to the provisions of subsection 3.B below and Kansas Athletics fulfillment of its obligations hereunder, adidas shall pay to Kansas Athletics Sponsorship Payments each Contract Year in the corresponding amounts shown below. Each Contract Year's Sponsorship Payment shall be payable in equal semi-annual installments on July 15 and January 15 of each Contract Year. Any outstanding payments otherwise due pursuant to this subsection shall be payable to Kansas Athletics within thirty (30) days of adidas receipt of an invoice therefor.

<u>Contract Year</u>	<u>Base Compensation</u>
2017/2018 (CY1)	\$3,800,000+
2018/2019 (CY2)	\$4,300,000+
2019/2020 (CY3)	\$11,000,000
2020/2021 (CY4)	\$11,000,000
2021/2022 (CY5)	\$4,050,000
2022/2023 (CY6)	\$4,050,000
2023/2024 (CY7)	\$4,550,000
2024/2025 (CY8)	\$4,550,000
2025/2026 (CY9)	\$4,800,000
2026/2027 (CY10)	\$4,800,000
2027/2028 (CY11)	\$5,050,000
2028/2029 (CY12)	\$5,050,000
2029/2030 (CY13)	\$5,300,000
2030/2031 (CY14)	\$5,300,000

+ Kansas Athletics acknowledges that as of the date of full execution of this Agreement, adidas has paid: (i) one million seven hundred seventy-five thousand dollars (\$1,775,000) of the 2017/2018 Base Compensation; and (ii) four hundred fifty thousand dollars (\$450,000) of the 2018/2019 Base Compensation.

B. If the NCAA or other governing body with jurisdiction over Kansas Athletics determines that Kansas Athletics has committed an institutional violation in relation to its football or men's basketball Kansas Athletics Programs, which results in an elimination of television appearances for the offending Kansas Athletics Program, then adidas may reduce the annual payments set forth in this Section 3 by 50% should the violation arise from the football program, or by 25% should the violation arise from the men's basketball program. adidas' payments shall be reinstated at their full rate once any restrictions on television appearances ceases. Should television appearances be prohibited for less than an entire sports season, then the reduction in payments shall be prorated to reflect the portion of season the relevant Team was not allowed to appear on television. Notwithstanding the foregoing, adidas shall not have the right to reduce the annual payments set forth in this Section 3 for any conduct that arises out of or relates to any: (i) inquiry, investigation or legal action prior to the date of full execution of this Agreement; (ii) inquiry, investigation or legal action that is on-going as of the date of full execution of this Agreement; or (iii) inquiry, investigation or legal action on or after the date of full execution of this Agreement that involves conduct that occurred on or prior to the date full

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execution of this Agreement (whether such conduct is known or unknown as of the date of full execution of this Agreement).

C. adidas shall create an "Marketing Fund" and shall contribute five hundred thousand (\$500,000) each year for Contract Years 2017/18 and 2018/19. adidas shall contribute one million one hundred thousand dollars (\$1,100,000) beginning in Contract Year 2019/20 and in each Contract Year thereafter. The Fund shall be used for mutually agreed upon activations, including, but not limited to, the University/adidas internship program (three to six interns per Contract Year beginning in the third Contract Year), events, adidas signage and adidas strategic brand initiatives. The Director of Athletics' designee and adidas' designee shall be the points of contact in determining the mutually agreed upon activations. The Activation Fund monies shall be used by June 30 of each Contract Year.

D. In connection with adidas' support of athletic facility enhancement, adidas shall pay Kansas Athletics five hundred seventy five thousand dollars (\$575,000) during each of the third Contract Year (i.e., 2019/2020) and fourth Contract Year (i.e., 2020/2021). Such amounts shall be paid on July 15 of each such Contract Year.

4. **Additional Payments.** adidas shall pay Kansas Athletics bonus amounts set forth on Exhibit A in each Contract Year during the term of this Agreement if Kansas Athletics accomplishes any such achievement during such Contract Year and exclusively wears and/or uses adidas Products during such achievement. Such bonus amounts will be paid to Kansas Athletics within thirty (30) days of adidas' receipt of an invoice therefor, provided that any bonuses that were earned and invoiced (but are unpaid as of the date of full execution of this Agreement) shall be paid within thirty (30) days of the full execution of this Agreement

5. **Product Support.**

A. For each Contract Year, adidas agrees to supply Kansas Athletics, at no cost, free of any charges or expenses, including shipping, an allotment of adidas Products in the amount designated below, for use by the designated Athletic Programs for team allotments, camps and clinics, and staff/coaches allotments. The dollar amount of adidas Products provided to Kansas Athletics shall be measured at adidas standard retail prices.

<u>Contract Year</u>	<u>Product Allotment (retail value)</u>
2017/2018 (CY1)	\$5,400,000+
2018/2019 (CY2)	\$5,600,000+
2019/2020 (CY3)	\$6,000,000+
2020/2021 (CY4)	\$6,120,000+
2021/2022 (CY5)	\$6,242,000+
2022/2023 (CY6)	\$6,367,000+
2023/2024 (CY7)	\$6,495,000+

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2024/2025	(CY8)	\$6,624,000+
2025/2026	(CY9)	\$6,757,000+
2026/2027	(CY10)	\$6,892,000+
2027/2028	(CY11)	\$7,030,000+
2028/2029	(CY12)	\$7,171,000+
2029/2030	(CY13)	\$7,314,000+
2030/2031	(CY14)	\$7,460,000+

+ If there is any material increase in the cost of adidas Products that materially adversely affects the amount of adidas Products that adidas agrees to donate as provided above, then Kansas Athletics and adidas shall meet and in good faith make equitable adjustments to the annual product allotment impacted by such material increase. The parties agree that the foregoing amounts of adidas Products are intended to outfit each of the Athletic Programs provided that such Products are allocated equitably to such Athletic Programs.

Should Kansas Athletics request any additional Products beyond its allotment as above, adidas agrees to permit Kansas Athletics the right to purchase additional products at ten percent (10%) less than dealer or wholesale cost.

adidas agrees that for each new sport added to Kansas Athletics over the Contract Term, adidas shall provide an additional Two Hundred Thousand Dollars (\$200,000) worth of adidas Products (at adidas standard retail prices) during the first Contract Year such new sport was added and an additional One Hundred Thousand Dollars (\$100,000) worth of adidas Products (at adidas standard retail prices) during each subsequent Contract Year such new sport exists.

B. adidas agrees that all Products supplied hereunder for use by Kansas Athletics Athletic Programs will comply with the provisions of NCAA regulations 12.5.4 of the then current NCAA Manual and any subsequent versions regarding manufacturer's logos and trademarks. Notwithstanding the foregoing, if any governing body that has jurisdiction over Kansas Athletics, including the NCAA or governing athletic conference of which Kansas Athletics is a member, enacts, replaces or amends any regulations, rules or restrictions applicable to manufacturer's logos or trademarks (including, but not limited to, NCAA Regulation 12.5.4) and adidas' logo or trademark display rights are adversely diminished, restricted or limited by such regulation, rule or restriction, then adidas shall have the right to equitably reduce the Sponsorship Payments paid to Kansas Athletics under this Agreement based on the extent of such diminishment, restriction or limitation.

C. During the Term, University agrees to provide, at no cost to adidas, office space located on the University campus for use by mutually agreed upon adidas employees when on campus, for the provision of administrative support for implementation of adidas' responsibilities under this Agreement.

6. Use of adidas Products.

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A. Kansas Athletics shall make available to each Team the Products supplied by adidas, and shall require that each Team wear and/or use exclusively such adidas Products whenever participating in Team activities, including practices, games, clinics, and other Kansas Athletics functions for which Kansas Athletics ordinarily and usually supplies Products to the Teams. At all such functions, Kansas Athletics shall prohibit the Team members from wearing Products manufactured by companies other than adidas, or any such Products which have been altered to resemble adidas Products. Kansas Athletics acknowledges that the obligation that each Team exclusively wear and/or use adidas Products, as identified by adidas, shall be a material term of this Agreement. adidas acknowledges that Teams may be required to wear Competitor headwear and t-shirts during NCAA or conference championship locker room celebration moments ("Celebration Products") and such wearing Celebration Products shall not be a breach of this Agreement. In addition, if any Team member is required for medical reasons to wear equipment that is not available from adidas (e.g., face mask), then adidas shall waive the exclusivity requirement of this Section 6 in such a specific case, provided however, that such Team member shall completely cover all non-adidas logos, trademarks and brand indicia of any non-adidas equipment while wearing or using such equipment.

B. Kansas Athletics acknowledges that "spatting," taping, or otherwise covering up any portions of any adidas logo or trademark on athletic footwear supplied by adidas (collectively, "Spatting") is inconsistent with the purpose and terms of this Agreement. Kansas Athletics agrees that it will not permit such Spatting unless: (i) it has been medically prescribed and adidas has been so advised; or (ii) as permitted pursuant to Section 6.C.

C. adidas agrees to work with any Team member experiencing problems in connection with the fit or performance of adidas Products, including shoes. In the event any Team member shall at any time suffer any physical injury, pain, or discomfort attributed to the use of adidas Products which is serious enough to affect the athlete's performance or poses a medically verified (by an independent doctor) safety risk, or if any Team member has not received adidas Products which fit or perform properly, then Kansas Athletics shall so advise adidas and afford adidas the opportunity to remedy the problem. If adidas is unable to provide such Team member with adidas Products that can be worn satisfactorily, then adidas shall waive the exclusivity requirement of this Section 6 in such a specific case until adidas can remedy the problem, provided however, that such Team member shall completely cover all non-adidas logos, trademarks and brand indicia of any non-adidas Products while wearing such non-adidas Products. adidas further acknowledges that regardless of its efforts to provide Team members with suitable adidas Products, it may be medically necessary in certain circumstances for a player to "spat" or tape his/her feet and/or ankles to allow such player to remain in competition, without opportunity for notice to adidas. Such medically necessary procedure, should it occur, shall not constitute a breach of this Section 6. Kansas Athletics agrees that Kansas Athletics and its Coaches shall work with adidas to eliminate any unauthorized Spatting in the event it occurs during the term of this Agreement. If, in accordance with the foregoing, Kansas Athletics is unable or unwilling to discontinue any pattern or practice of Spatting, following the written notice procedure described in Section

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12. A. 1., then adidas shall have the option to terminate this Agreement or reduce the Base Compensation due hereunder as follows:

	% Reduction Amount
First occurrence of Spatting*	adidas shall first provide Kansas Athletics with a written warning concerning Spatting; provided that if material Spatting by a key player (e.g., QB, RB, WR) or other media star at any other offensive, defensive or special teams position (e.g., prominent DE, LB or K) or several non-material players (e.g., DL or OL) occurs during a bowl, tournament or other post-season game, then a warning is not required hereunder and the 25% reduction amount described below shall apply.
Second occurrence of Spatting*	10% (4% in Contract Years 3 & 4) of annual Base Compensation for Contract Year in which such Spatting occurred.
Third occurrence of Spatting*	15% (6% in Contract Years 3 & 4) of annual Base Compensation for Contract Year in which such Spatting occurred.
Fourth occurrence of Spatting*+	25% (10% in Contract Years 3 & 4) of annual Base Compensation for Contract Year in which such Spatting occurred.
* Cumulatively applied over the Contract Term. Medically necessary Spatting or taping is excluded.	
+ Whether a first, second or third occurrence of Spatting, if material Spatting by a key player (e.g., QB, RB, WR) or other media star at any other offensive, defensive or special teams position (e.g., prominent DE, LB or K) or several non-material players (e.g., DL or OL) occurs during a bowl, tournament or other post-season game, then the 25% (10% in Contract Years 3 & 4) reduction amount shall apply.	

D. Kansas Athletics agrees to require its Athletic Program Staff to wear adidas Products exclusively during the Contract Term when acting in their official capacities as Coach or staff in activities where athletic or athleisure attire is appropriate, including, but not limited to, practices and games, sports camps, being filmed on motion picture or video tape, and posing for photographs. Unless medically necessary to do so, the Athletic Program Staff shall not, during the course of its employment responsibilities wear, use or in any way promote Products manufactured by or identifiable with any competitor of adidas. adidas hereby acknowledges that the wearing of other than athletic or athleisure shoes and apparel by any coach or staff in connection with their official duties as coach or staff of a University Athletic Program shall not constitute a breach of this Section 6. It is agreed and recognized that in certain circumstances, Athletic Program Staff are expected to wear business or casual attire when appearing in public for presentation,

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dinner, speeches. Certain coaches (e.g. basketball, volleyball, among others) normally do not wear athletic or athleisure attire in the course of coaching at competition. In these settings described and others where it is not customary for the Athletic Program Staff to wear athletic or athleisure attire, the Athletic Program Staff shall be under no obligation to wear adidas Products, but Athletic Program Staff shall not wear or use Products which are not adidas Products, unless medically necessary to do so. Kansas Athletics shall not enter into or approve any endorsement contract between a member of the Athletic Program Staff and a competitor of adidas, and shall exercise its best efforts to prevent any member of the Athletic Program Staff from entering into such a contract.

E. Kansas Athletics agrees that it shall not permit the trade name, trademark, logo, or any other identification of any person, company, or business entity other than adidas, Kansas Athletics, or, subject to adidas' reasonable right of approval, any recognized governing athletic conference of which Kansas Athletics is a member, to appear on adidas Products worn or used by Coaches, Staff or Team members. Kansas Athletics agrees that in no event shall it permit the trade name, trademark, logo, or other identification of any manufacturer or seller of Products other than adidas be permitted to appear on any such adidas Products.

F. Kansas Athletics agrees that at any sports camp or clinic it conducts or sponsors under the direction and supervision of any Coach, it will not sponsor, co-sponsor, or endorse Products manufactured or sold by any branded athletic footwear or apparel manufacturer other than adidas.

G. adidas shall not be liable to Kansas Athletics for any injury or damage suffered from wearing or using adidas Products, except injury or damage resulting from adidas' negligent or willful acts.

H. Kansas Athletics agrees that Exhibit C provides adidas with a listing of all agreements between Kansas Athletics (or any of its Coaches) and third parties with respect to Additional Equipment that exist as of June 30, 2019 (each an "Existing Agreement"). Kansas Athletics further agrees that with respect to Additional Equipment for which there is an Existing Agreement, then neither Kansas Athletics (nor any of its Coaches) shall: (i) extend or renew such Existing Agreement; or (ii) enter into a new agreement for Additional Products with any third party after July 1, 2019, without first providing written notice to adidas and providing adidas with the opportunity to match any third party offer for Additional Equipment. If Kansas Athletics (or any of its Coaches) is not party to an Existing Agreement for Additional Equipment and adidas provides Kansas Athletics with notice of its good faith intent to produce or license such Additional Equipment, then provided Kansas Athletics makes a good faith determination (for a product it currently uses) that the equipment is of a quality equal to or better than the current sports equipment used by Kansas Athletics, and for a new product, that the quality meets the highest industry standards, then such Additional Equipment shall be included in this Agreement on mutually agreed upon terms. Kansas Athletics agrees that Exhibit C provides adidas with a listing of all agreements between Kansas Athletics (or any of its Coaches) and third parties with respect to Products or Additional Equipment that exist as

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of June 30, 2019 (each an "Existing Agreement"). With respect to Products for which there is an Existing Agreement, (a) neither Kansas Athletics (nor any of its Coaches) shall: (i) extend or renew any Existing Agreement; or (ii) enter into a new agreement for Products covered by any Existing Agreement with any third party after June 30, 2019; and (b) at the expiration of such Existing Agreements, all Products in such Existing Agreements will be included in this Agreement and, as mutually agreed on, adidas shall increase the adidas Products provided pursuant to Section 5.A herein.

If at any time during the Contract Term adidas has a bona fide intention to expand its adidas Products line by adding any Additional Equipment, then adidas will use commercially reasonable efforts to give Kansas Athletics one hundred twenty (120) days advance written notice of the particular item(s) then in development by adidas. When such Additional Equipment is available, adidas will supply Kansas Athletics, free of charge, a reasonable supply of such Additional Equipment for use in practice and other appropriate field-testing opportunities. If Kansas Athletics (or any of its Coaches) is not party to an Existing Agreement for the same product as the Additional Equipment, then provided Kansas Athletics makes a good faith determination (for a Product it currently uses) that the product is of a quality equal to or better than the current products used by Kansas Athletics, and for a new product, that the quality meets the highest industry standards, such Additional Equipment will be included in this Agreement and, as mutually agreed on, adidas shall increase the adidas Products provided pursuant to Section 5.A herein.

7. Promotional Rights.

A. The University of Kansas and Kansas Athletics grants to adidas an exclusive license during the Contract Term to use the University Marks within the Contract Territory in connection with the advertisement, promotion, and sale of adidas Products. Except as otherwise provided herein, The University of Kansas and Kansas Athletics shall retain all rights in and to the University of Kansas name and Marks.

B. adidas shall have the exclusive right throughout the Contract Term to advertise, publicly represent, market, and otherwise promote the fact that it is the exclusive supplier to Kansas Athletics of the designated Products, including by identifying or referring to its Products as the "official [designated Product(s)] of Kansas Athletics' Programs" or similar representations. The exclusive right granted in this paragraph is granted to adidas only. Any promotion referenced in this paragraph shall be approved in advance by Kansas Athletics, and such approval shall not be unreasonably withheld. adidas shall not use any such promotion in connection with another party unless approved in advance by Kansas Athletics.

C. Kansas Athletics, on behalf of the Coach of each University Athletic Program, grants to adidas an exclusive license during the Contract Term and within the Contract Territory to use the Coach Endorsement in connection with the sponsorship recognition, promotion, and sale of Products. adidas agrees that the Coach Endorsement shall not be used in connection with any advertisement, whether in electronic or print media, that requires the Coach to make a qualitative or comparative description of adidas'

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Products and services, provide price information for such goods and services, or endorsements, or inducements to purchase goods and services or otherwise express a personal recommendation that consumers purchase or use adidas Products. Each Coach shall retain all other rights in and to his or her name and endorsement, and neither University nor any Coach shall be prevented from using, permitting, or licensing others to use his or her name or endorsement in connection with the sponsorship recognition and promotion, or sale of any product or service other than Products.

D. Any use by adidas of the University Marks or the Coach Endorsement must be approved in advance by Kansas Athletics, which approval shall not be unreasonably withheld.

E. Nothing contained in this Agreement shall provide adidas with any right, title or interest to the University name or Marks other than the right to use such University Marks as granted by this Agreement. adidas agrees that it shall not attack the title or rights of the University of Kansas and Kansas Athletics to the University Marks. adidas shall not make any alterations or changes to the design of the University Marks without the prior written consent of Kansas Athletics.

8. **Promotional Appearances.**

A. If requested to do so by adidas, Kansas Athletics will permit each Coach of each Kansas Athletics Athletic Program to be available for up to three (3) appearances per Contract Year in connection with the sponsorship recognition and promotion and sale of adidas Products. Such appearances may include, but are not limited to, appearances at clinics, celebrity events, and other public appearances. Except as provided below, neither Kansas Athletics nor the Coach shall receive additional compensation for the appearances, it being understood and agreed to by the parties that the consideration for said appearances, with the permission of the Coach, is encompassed by the compensation provided for in Section 3 above.

B. For each appearance described in subsection 8.A. above:

1. adidas agrees to pay all reasonable out-of-pocket expenses, including first class travel, incurred by Kansas Athletics and/or the Coach in connection with such appearance;

2. adidas shall give Kansas Athletics as much notice as reasonably possible of the time and place adidas desires the Coach to appear;

3. Coach shall have the right to decline any appearance request provided the reason for such decline is for reasonable purposes.

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4. adidas shall not schedule any appearance at a time which would conflict with the Coach's performance of his or her obligations as a college coach or previously scheduled event; and

5. No single appearance shall exceed twenty-four (24) hours in duration, exclusive of travel time, unless agreed upon to the contrary in advance.

C. adidas shall not enter into any independent sponsorship opportunities with any KAI employee separate from this Agreement.

9. **Licensed Products.**

A. Kansas Athletics shall enter into or shall cause its licensing agent(s) to enter into and maintain in full force and effect during the Term, a retail license(s) granting adidas: (x) the exclusive right throughout the Contract Territory to manufacture and sell Authentic Competition Apparel and Replica Products that features the University Marks through any channel of retail distribution; and (y) the non-exclusive right to manufacture and sell throughout the Contract Territory Products (other than Authentic Competition Apparel) that feature the University Marks through any channel of retail distribution. Kansas Athletics further agrees that: (i) the royalty rate payable by adidas to Kansas Athletics with respect to any such license(s) (excluding: (a) adult and youth headwear, which shall be fixed at seventeen percent (17%), (b) adult and youth jerseys, which shall be fixed at fifteen percent (15%), (c) adult and youth performance wear, which shall be fixed at fifteen percent (15%), and (d) adidas college vault Products, which shall be fixed at sixteen percent (16%)), shall not exceed fifteen percent (15%) of Net Sales; (ii) adidas Products shall be the exclusive Authentic Competition Apparel and Performance Apparel sold through any retail location or distribution channel (including, but not limited to, the brick and mortar shops, catalogs or the Internet) owned or controlled by the Kansas Athletics; (iii) Kansas Athletics shall ensure that any Kansas Athletics store(s) (currently, "KUstore.com" and Rally House – Allen Fieldhouse) will purchase on an on-going basis a mutually agreed upon (but non-de minimis) portion of its inventory of t-shirts, fleece and headwear from adidas; (iv) that neither Kansas Athletics nor its licensing agent(s) shall enter into any agreement or understanding with any Competitor to manufacture, develop, market, distribute, license or sell licensed Products that feature the University Marks; (v) if Kansas Athletics or its licensing agent(s) is (as of the effective date of this Agreement) party to any agreement with a Competitor to manufacture, develop, market, distribute, license or sell licensed Products that feature the University Marks, then neither Kansas Athletics nor its licensing agent(s) will renew or extend such agreement(s); and (vi) no royalty shall be paid on Products provided to Kansas Athletics by adidas under Section 5 of this Agreement .

Each Contract Year, adidas agrees to pay Kansas Athletics a guaranteed minimum royalty in the amount set opposite each such Contract Year:

Contract Year

Guaranteed Minimum Royalty

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2017/2018	(CY1)	\$265,000
2018/2019	(CY2)	\$265,000
2019/2020	(CY3)	\$275,000
2020/2021	(CY4)	\$285,000
2021/2022	(CY5)	\$295,000
2022/2023	(CY6)	\$305,000
2023/2024	(CY7)	\$315,000
2024/2025	(CY8)	\$325,000
2025/2026	(CY9)	\$335,000
2026/2027	(CY10)	\$345,000
2027/2028	(CY11)	\$355,000
2028/2029	(CY12)	\$365,000
2029/2030	(CY13)	\$375,000
2030/2031	(CY14)	\$385,000*

The royalty owed by adidas to Kansas Athletics pursuant to this Section 9 shall be applied against the above guaranteed minimum royalty amounts.

* The Guaranteed Minimum Royalty for the 2030/2031 Contract Year shall be payable only if adidas and Kansas Athletics have entered into a renewal of this Agreement no later than January 31, 2030.

B. To the extent applicable, Licensed Products will be featured in adidas' own retail stores.

C. Kansas Athletics shall not (or through its licensing agent(s)) enter into any retail license(s) with a Competitor. adidas acknowledges that Celebration Products may be manufactured and sold by a Competitor pursuant to an NCAA Celebration Products licensing program, or similar licensing program by the Big 12, and such manufacturing and sales of Celebration Products shall not be a breach of this Agreement.

D. For the sake of clarity, if there is any conflict between the terms and conditions of this Agreement and any agreement between adidas (or its Affiliates) and Kansas Athletics' licensing agent(s), then Kansas Athletics acknowledges, and agrees to instruct its licensing agent(s), that the terms of this Agreement shall control.

E. If during any Contract Year, adidas elects not to manufacture (or provide through an adidas licensee) any Replica Products, then Kansas Athletics shall have the right to have a third party who is approved by adidas, such approval not to be unreasonably withheld, manufacture such Replica Products.

10. **INTENTIONALLY DELETED.**

11. **Unrelated Business Income Tax.**

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A. All sponsorship recognition opportunities provided by Kansas Athletics to adidas as set forth on Exhibit "B" as may be amended from time-to-time are designed and intended to be permissible "sponsorship recognition" materials, and not "advertising", as those terms are defined and interpreted by the courts of the United States and/or the Internal Revenue Service. As such, the sponsorship recognition set forth on Exhibit "B" shall not include any display, promotion or other recognition such that it prevents the sponsorship payments or donations set forth in Sections 3 and 4 from classification as "qualified sponsorship payments" (exempt from federal income tax), as described in Section 513(i) of the Internal Revenue Code ("Code") and the proposed or final regulations interpreting that Code section ("Regulations"), or as such Code and Regulation sections may be amended from time to time. The parties acknowledge and agree that this requirement will not prohibit adidas from displaying or announcing adidas Trademarks in the locations identified in Exhibit "B", but restricts the information that is announced or displayed in connection with the adidas Trademarks. The parties acknowledge and agree that, subject to the requirements of the above referenced sections of the Code and Regulations, with respect to the sponsorship recognition opportunities set forth in Exhibit "B", this section 11. a. generally prohibits the display or announcement of adidas or the adidas Trademarks together with other information in a manner that presents a qualitative or comparative description of adidas' Products and services, price information for such goods and services, and endorsements, or inducements to purchase adidas' Products and services. Instead, any information displayed together with the adidas Trademarks or in recognition of adidas shall be value-neutral; provided however, that Kansas Athletics acknowledgment of adidas may include the adidas Trademarks or slogans that are an established part of adidas' identity. State and local taxes, including sales/use or property tax if any, on the sponsor recognition panels/material or their installation will be paid by adidas.

B. Kansas Athletics shall not provide any substantial services nor carry on any unrelated business income activity as defined in Code §513(a) in relation to any element of this Agreement that may be classified as an "exclusive provider arrangement," i.e. Kansas Athletics shall not: (1) carry on a business or trade; (2) which is regularly carried on; and (3) which is substantially unrelated to the conduct of its exempt purpose of developing and managing intercollegiate teams and contests. Should the Internal Revenue Service determine any payment hereunder is not a qualified sponsorship, then Kansas Athletics shall classify and report such payment as: (1) a royalty under Code §512(b) (5) for the license given to adidas to associate itself with University Marks; (2) a covenant not to compete; or (3) a purchase discount in relation to a process in which Kansas Athletics determined that adidas was the successful bidder for the provision of athletic apparel and equipment.

C. All sponsorship recognition materials listed on Exhibit "B" and provided to adidas by Kansas Athletics shall be reviewed and approved by Kansas Athletics in order that Kansas Athletics might assure itself that the payments provided to it hereunder may be reported as "qualified sponsorship payments" and that the proposed recognition is in keeping with the professional image and reputation of collegiate sports for which Kansas

Athletics strives. Kansas Athletics' approval shall not be unreasonably withheld. "Reasonable" approval shall follow Code 513 guidance, including regulations and rulings.

D. The parties to this Agreement are responsible in full for their respective tax reporting and payment obligations of any and all kinds. Nothing contained in this Agreement shall obligate one party to be responsible for the other's tax obligations or indemnify the other with respect to any tax obligation that may arise as a result of any payment or benefit received pursuant to this Agreement. No adverse tax determination or any adverse resolution of a tax dispute shall be cause to declare the Agreement in breach; nor shall it relieve either party of their respective obligations under this Agreement.

12. Rights of Termination.

A. adidas shall have the right to terminate this Agreement immediately upon written notice to Kansas Athletics in the event that:

1. Members of any Team fail to wear or use adidas Products as required herein, or wear adidas Products altered, spatted, or taped in violation of the provisions of Section 6 hereof, provided, however, that adidas shall have 1) issued written notice to Kansas Athletics of any such alleged violation of the provisions of Section 6; 2) Kansas Athletics fails to address such alleged violation within forty five (45) days of written notice; and, 3) subsequent, and similar (e.g., same individual) violation shall then recur during the same Contract Year;

2. Any Coach fails to perform any material obligations provided for in this Agreement;

3. The NCAA, or any other governing body of intercollegiate sports, prohibits any Team members from wearing adidas athletic footwear displaying the adidas name or any adidas trademark or logo;

4. Any Coach or Team is suspended or otherwise subjected to major disciplinary action by the NCAA;

5. the Football or Basketball coach attracts publicity which in the reasonable judgment of adidas has a material adverse effect upon the status or reputation of Coach or adidas; or

6. Kansas Athletics or University engages in conduct that attracts national publicity which, based on objective evidence, has a material adverse effect upon the status or reputation of adidas, as determined by adidas in its reasonable discretion.

B. Kansas Athletics shall have the right to terminate this Agreement immediately upon written notice to adidas in the event that:

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1. adidas is adjudicated insolvent or declares bankruptcy;
2. adidas breaches any material terms of this Agreement and fails to cure such breach within forty-five (45) days of written notice from University;
3. adidas fails to make payment to the University of any sum due per this Agreement within forty-five (45) days following adidas' receipt of such written notice from Kansas Athletics that such payment is past due; or
4. adidas engages in conduct that attracts national publicity which, based on objective evidence, has a material adverse effect upon the status or reputation of Kansas Athletics or University, as determined by University in its reasonable discretion.

C. Before either party exercises a termination right in Section 12.A.6 or Section 12.B.4., the CEO from adidas and Athletics' Director of Athletics will meet (within thirty (30) days after either party gives written notice to the other party) at a mutually agreeable location to discuss the event(s) that such party believes represents the basis for such party's termination right. If the parties cannot resolve the dispute within fifteen (15) days after the meeting is held, then the party that desires to terminate may proceed with notification of termination as provided herein. The parties will pay their own costs, fees and expenses incurred in connection with this procedure. Unless otherwise required by law, neither party will disclose any aspect of the dispute (or any discussions in connection therewith) without the other party's prior written consent.

D. Notwithstanding the foregoing or anything contrary in this Agreement, neither party shall have a right to terminate this Agreement for any conduct (including but not limited to any conduct to which Sections 12.A.4 and 12.A.5 would apply to) that attracts national publicity that arises out of or relates to any: (i) inquiry, investigation or legal action prior to the date of full execution of this Agreement; (ii) inquiry, investigation or legal action that is on-going as of the date of full execution of this Agreement; or (iii) inquiry, investigation or legal action on or after the date of full execution of this Agreement that involves conduct that occurred on or prior to the date full execution of this Agreement (whether such conduct is known or unknown as of the date of full execution of this Agreement).

E. In the event of any termination by adidas pursuant to this Section 12, Kansas Athletics shall not be entitled to any further compensation hereunder, except any unpaid Sponsorship Payment and Additional Payments (Section 4) earned prior to the effective date of termination, pro-rated and calculated to the effective date of termination. Alternatively, adidas shall have the right to receive from Kansas Athletics reimbursement for Sponsorship Payments, if any, paid in excess of the amount to which Kansas Athletics would be entitled if the Sponsorship Payments were pro-rated over the Contract Year, calculated to the effective date of termination. Any such payment shall be due within forty-five (45) days of the date of termination.

13. **Unique Services/Assignability.** Kansas Athletics acknowledges that the sponsorship recognition and acknowledgement services provided to adidas under this

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Agreement are special and unique and that loss of such services may cause irreparable harm to adidas. Accordingly, Kansas Athletics shall not delegate the obligations of this Agreement. Neither party may assign this Agreement without the express written approval of the other party; provided, however, that adidas may assign its rights under this Agreement to any corporation, partnership or other entity or person which controls, is controlled by, or is under common control with adidas.

14. **Confidentiality.** Kansas Athletics acknowledges that the contents of this Agreement contain certain confidential matters, including proprietary and commercial information belonging to adidas. Kansas Athletics shall not disclose the terms of this Agreement to any third party without adidas' prior written consent, unless Kansas Athletics is required by law to do so, including the provisions of the Kansas Open Records Act. Notwithstanding the foregoing, Kansas Athletics may also disclose the terms hereof to its professional, financial and similar advisors provided that such other persons or firms are bound by agreement or law not to further disclose such information to any third party.

15. **Dispute Resolution.** The parties agree that any dispute concerning the interpretation, construction, or breach of this Agreement shall be first submitted, prior to filing any claim in a judicial or administrative forum as provided herein, to a mediator agreed upon by the parties for nonbinding confidential mediation at a mutually agreeable location. Unless otherwise required by law, neither party shall disclose any aspect of the dispute or the mediation without the other party's prior written consent. If the parties fail to resolve their dispute through mediation, then the parties agree that the dispute shall be submitted to final and binding confidential arbitration before the American Arbitration Association in Lawrence, Kansas. Unless otherwise required by law, neither party shall disclose any aspect of the dispute or the arbitration without the other party's prior written consent.

16. **Kansas Athletics/adidas Relationship.** Each party's performance of services hereunder is in its capacity as an independent contractor. Accordingly, nothing contained in this Agreement shall be construed as establishing an employer/employee, partnership or joint venture relationship between Kansas Athletics and adidas.

17. **Waiver.** Any delay by Kansas Athletics or adidas in the exercise of any of their respective rights and obligations under this Agreement will not be construed as a waiver of any such rights or obligation to be performed. Failure of either party to enforce any provision of this Agreement shall not be construed to be a waiver of such provision or otherwise limit the parties' right to subsequently enforce such provision or restrict or limit any right or remedy otherwise available to Kansas Athletics or adidas.

18. **Right of First Dealing and Contract Year 2024/25 Review.**

A. The parties agree to review and evaluate the terms and conditions of this Agreement beginning in Contract Year 2024/25 and for the remainder of the Term of this Agreement with the intent of continuing the spirit of making this Agreement competitive as compared to the open market.

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B. Beginning on November 1, 2029, Kansas Athletics shall periodically meet with adidas to negotiate in good faith the renewal of this Agreement ("First Dealing Period"). Said First Dealing Period shall extend for a period of ninety (90) days. The parties shall not be obligated to enter into an agreement if they cannot settle on mutually satisfactory terms during the First Dealing Period. Kansas Athletics shall not (nor shall Kansas Athletics permit Kansas Athletics' or University's respective agents, attorneys, accountants, representatives or employees to) engage in discussions or negotiations with any third party regarding Kansas Athletics' or University wearing, sponsoring, promoting, advertising or endorsing, or providing consulting or similar services with respect to, any Products after the Contract Term at any time during the Contract Term until the conclusion of the First Dealing Period. Following the conclusion of the First Dealing Period and continuing through June 30, 2031, Kansas Athletics agrees to (and that University will) refrain from entering into an endorsement or similar agreement with any Competitor without first giving adidas an opportunity to enter into an agreement with Kansas Athletics (or University) for such rights on the terms and conditions proposed by such Competitor that are material, measurable and matchable terms and conditions ("Third Party Terms"). Kansas Athletics (or University) shall provide adidas in writing with the Third Party Terms it receives. adidas shall have thirty (30) days from its receipt of such Third Party Terms to match or better such Third Party Terms. If adidas matches or betters such Third Party Terms, then Kansas Athletics (or University) will enter into a new agreement with adidas on such Third Party Terms, the better terms and other standard adidas terms and conditions. If adidas fails to match or better such Third Party Terms, then Kansas Athletics (or University) may enter into an agreement with such third party on the Third Party Terms that adidas failed to match or better.

19. **Notices.** All notices and statements provided for herein shall be in writing and shall be given in writing by overnight delivery (e.g., Fed Ex or UPS) and shall be deemed given upon receipt. A party may change its address by giving notice thereof to the other party as provided herein.

To Kansas Athletics: Athletic Director
The University of Kansas
Allen Fieldhouse
1651 Naismith Drive
Lawrence, Kansas 66045

Copy to: Office of the General Counsel
The University of Kansas
1450 Jayhawk Boulevard, Ste. 245
Lawrence, Kansas 66045

To adidas: adidas America, Inc.
5055 N. Greeley Avenue
Portland, OR 97217
Attn: Legal Department

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20. **Entire Agreement; No Third Party Beneficiaries.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and cannot be amended or modified except by an agreement in writing, signed by an authorized representative of each of the parties. All previous understandings or agreements between the parties and the letter agreement between the parties dated August 21, 2017, shall have no further force and effect. This Agreement is solely for the benefit of the parties hereto and is not intended to (and does not) confer upon any person or entity other than the parties hereto any rights or remedies hereunder or otherwise.

21. **Severability.** Every provision of this Agreement is severable from all others. If any term or provision hereof is held to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement or any other provision.

22. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

23. **Modification.** This Agreement may be modified, amended, or waived only by a written agreement signed by an authorized representative of each of the parties.

24. **PR/Announcement.** Neither party shall issue any press release or other public announcement regarding this Agreement or any of the activities, products, programs or services associated with this Agreement, unless such press release or other public announcement is mutually agreed on by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have duly executed this Agreement as of the date first above written.

**adidas
America, Inc.:**

DocuSigned by:
By: Chris McGuire
Chris McGuire,
Senior Director of Sports Marketing

DocuSigned by:
By: Paul Ehrlich
Paul Ehrlich,
General Counsel

**Kansas
Athletics, Incorporated:**

By: Jeff Long 4/19/19
Jeff Long
Director of Athletics

By: Douglas Girod
Douglas Girod
KAI, Board of Directors, Chair

Exhibit A

Bonus Plan					
<u>Football Bonuses</u>					
College Football National Champions				\$1,000,000	^
College Football National Championship Runner Up				\$500,000	^
College Football playoff semi-finals participant				\$250,000	^
College Football Playoff Bowl Game Appearance				\$75,000	
College Football Undefeated Regular Season				\$100,000	
College Football New Year's 6 Bowl Game Participation				\$125,000	
Conference Championship				\$125,000	
College Football Coach of the Year				\$25,000	
<u>Men's Basketball</u>					
College Basketball NCAA Champions				\$1,000,000	^
College Basketball NCAA Championship Runner-Up				\$500,000	^
College Basketball Final Four Participation				\$250,000	^
Conference Champions				\$150,000	
Conference Runner up				\$75,000	
Coach of the Year				\$100,000	
<u>Women's Basketball</u>					
College Basketball NCAA Champions				\$1,000,000	^
College Basketball NCAA Championship Runner Up				\$500,000	^
Conference Champions				\$150,000	
Coach of the Year				\$100,000	
^Non-cumulative – only the highest achieved					

For the sake of clarity, the non-cumulative bonuses indicated by ^ above are per sport. For example, both men's basketball and football can earn the highest applicable bonus in each such sport.

Further: (i) determining whether the Coach of the Year bonus for basketball has been earned shall be based on the Naismith Coach of the Year award; and (ii) determining whether the Coach of the Year bonus for football has been earned shall be based on the Associated Press College Football Coach of the Year award.

Exhibit B

- (a) Each Contract Year Kansas Athletics will provide adidas with the following sponsor benefits at no additional cost to adidas except as otherwise indicated:
- (b) adidas will receive tickets to be utilized for business purposes to home games, neutral site games, and parking passes as indicated below:
- (c) adidas agrees to comply with all NCAA policies and procedures specific to ticket allocation. Furthermore, adidas agrees to provide, in advance of use a KAI Pre-Approved NCAA Compliant Complimentary Admission Document for all ticket requests. KAI agrees to timely provide such document to adidas. Furthermore, it is expected that adidas shall not issue tickets to individuals associated with prospects (i.e., those who coach prospect age children and/or the children and families).

Football:

- Home
 - 16 Prime Season Tickets located in Section 6 or lower section 5/7
 - 10 Season Parking Passes
 - 1 - 20x20 tent on hill for 1 game for Adidas tailgate event: includes 100 game tickets (until the tent program ceases)
- Road
 - 6 tickets per game
- Post-Season
 - 10 lower level, prime
 - Seated in the highest WEF donor category (currently Hall of Fame)

Men's Basketball:

- Home
 - 4 Season Tickets located in one of the following sections; F, G, H, S or R
 - 8 Season Tickets located in either of the following sections: Lower 5 or Lower 7
 - 10 Season Parking Passes located in the Allen Fieldhouse Parking Garage
 - 4 Season Passes to the Williams Fund Donor Atrium
 - 12 Reserved Prime seats for Late Night annually
 - As reasonably requested by adidas for senior adidas management needs, University will provide additional tickets.
- Away
 - 4 tickets to neutral site games (i.e.: Champions Classic, Pre-season NIT, etc.)
 - Seated in the highest WEF donor category
 - 2 tickets to away men's basketball games.
 - Must be requested within 30 days after release of the schedule.
- Post-Season
 - Big 12 Tournament
 - 4 lower level prime All-session Tickets
 - Seated in the highest WEF donor category (currently Hall of Fame)

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- Right to purchase an additional 10 upper level All-Session Tickets
- **NCAA 1st/2nd Round**
 - 2 lower level tickets
 - Seated in the highest WEF donor category (currently Hall of Fame)
 - Right to purchase an additional 8 upper level tickets
- **NCAA Regionals**
 - 4 lower level All-Session Tickets seated in the highest WEF donor category (currently Hall of Fame)
 - Right to purchase an additional 10 upper level tickets
- **NCAA Final Four**
 - 6 lower level seated in the highest WEF donor category (currently Hall of Fame)
 - Right to purchase an additional 12 upper.

Women's Basketball:

- **Home**
 - 8 Season Tickets located in any of the following sections; F, G, H, R, S, T
- **Post-Season**
 - 6 Tickets to each round of play

Baseball:

- **Home**
 - 6 Reserved Box Season Tickets
- **Post-Season**
 - 6 Tickets to each round of play

Volleyball:

- **Home**
 - 6 Season Tickets in prime location
- **Post-Season**
 - 6 Tickets to each round of play

All other Sports:

- **Home**
 - 10 Season Tickets

All requests for tickets must be timely made to Kansas Athletics.

(c) adidas may host, upon providing notice to KAI, a hospitality event for football and basketball game-day ticket holders (which may include, for example, a welcome reception, any catering to be at adidas' expense, and/or tour of facilities).

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- (d) Where possible, Kansas Athletics will cooperate in facilitating adidas' efforts in gaining the right to display and sell adidas Products at on-campus bookstores and gift shops, and any souvenir trailers that operate during games hosted by Kansas Athletics (regardless of the sport).
- (e) When possible and appropriate, adidas will have the opportunity to stage a mutually agreeable number of promotional events and/or contests around designated home games/competitions, which events or contests may occur pre-game, during half-time or post-game.
- (f) When possible and appropriate, adidas will be given reasonable access to Kansas Athletics activities for the purpose of shooting game photos or game footage and/or conducting and taping post-game interviews.
- (g) Pursuant all KAI's Facility Request policy, adidas agrees to complete a Facility Use Agreement for all facility requests which will be vetted through KAI's NCAA Compliance Department. adidas will be permitted, upon its reasonable request, to use mutually agreed upon athletics-controlled facilities in connection with mutually agreed community-based programs and events held by adidas. Such use will be subject to applicable NCAA, Big12, University, and Kansas Athletics policies.
- (h) In addition to the above, Kansas Athletics will afford adidas advance notice and the opportunity to consider participation in any and all additional appropriate advertising opportunities, in any media, made available by Kansas Athletics during the Contract Term.
- (i) Mutually agreed upon prominently visible signage (e.g., end zone signs, basketball seatbacks and pole pads, and baseball outfield signs) at each venue of a Team.
- (j) adidas representatives shall notify Kansas Athletics in advance of any request for facility tours of any Kansas Athletics facility.

Exhibit C

Sport	Excluded Product
MEN'S BASKETBALL	Basketballs
SOFTBALL	Catchers Gear, Bats, Bat Bags, Fielding Gloves, Batting Helmets, and EvoShield Elbow & Leg Guards
BASEBALL	Headwear, Batting Helmets , Bats, Catchers' Gear, Fielding Gloves
TENNIS	Racquets, Custom Racquet Bags (no manufacturer logos)
SWIMMING & DIVING	Championship Suits
MEN'S & WOMEN'S GOLF	Purchase Carry Bags, Travel Bags, Balls, Clubs, Gloves
VOLLEYBALL	Ankle Braces