

# ATHLETIC PRODUCT AND SPONSORSHIP AGREEMENT

Between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, by and on behalf of the  
Department of Intercollegiate Athletics on its Los Angeles campus

And

UNDER ARMOUR, INC.

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This athletic product and sponsorship agreement (the “**Agreement**”) is entered into on May 20, 2016, by and between Under Armour, Inc., a Maryland corporation with an address of 1020 Hull Street, Baltimore, Maryland, 21230 (“**Company**”) and The Regents of the University of California, on behalf of the Department of Intercollegiate Athletics on its Los Angeles Campus, with an address of 405 Hilgard Avenue, Los Angeles, California 90095 (“**UCLA**”). The terms and conditions provided herein, and any exhibits attached hereto, together, constitute the Agreement between the Parties.

WHEREAS, UCLA has intercollegiate athletic teams in many sports;

WHEREAS, UCLA’s teams require athletic and athleisure apparel, footwear, accessories, equipment, connected fitness products, and other fitness products, as well as financial support for its Department of Intercollegiate Athletics and related costs; and

WHEREAS, Company is a supplier of such products, and wishes to provide UCLA’s Department of Intercollegiate Athletics such products on an exclusive basis and obtain recognition for its support of UCLA’s intercollegiate athletic teams, among other rights set forth herein.

NOW, THEREFORE, In recognition of the foregoing, and subject to the terms and conditions of the Agreement, the Parties agree as follows:

## I. DEFINED TERMS

- A. “*Acknowledgment*” means any public message or other material (including without limitation, television advertising, internet advertising and promotions, videos, and public statements or messages, such as mass distributed texts, tweets, posts, blogs and/or SMS messages) that recognizes Company’s financial and other support of UCLA Athletics, and features, mentions, displays or otherwise includes any UCLA Marks.
- B. “*Additional Equipment*” means, subject to Section IV(A), sports equipment that Company does not currently produce or license, but that may be added to its product lines during the Term.
- C. “*Advertisement*” mean any public marketing message or other material (including without limitation, television advertising, internet advertising and promotions, videos, and public statements or messages, such as mass distributed texts, tweets, posts, blogs and/or SMS messages), which is broadcast or otherwise transmitted, published or displayed or distributed, that features, mentions, displays or otherwise includes any UCLA Marks in connection with UCLA Athletics and includes an inducement to purchase, sell or use Company’s products or services.

- D. “*Annual Product Allowance*” means the product allowance for each Contract Year, based on Retail Value, as reflected in Section II(C) below. The Annual Product Allowance shall not take into account or otherwise include any expenses incurred by Company or its suppliers (e.g., standard ground shipping or restocking costs), which shall be Company’s responsibility and shall not be included in the Annual Product Allowance calculation.
- E. “*Annual Product Allowance Shortfall*” means, for each Contract Year, the amount that is the difference between (i) the Retail Value of the Supplied Products requested by UCLA (up to the Annual Product Allowance), and (ii) the Retail Value of the Supplied Products fulfilled by Company.
- F. “*ASUCLA*” means Associated Students UCLA.
- G. “*Authentic Competition Apparel*” means all on-field, on-court, sideline, courtside, competition or practice apparel that is worn or used by Staff, Coaches or Teams (and any replica(s) thereof), including but not limited to uniforms, courtside jackets and sweaters, game-day warm-ups, basketball shooting shirts, football player capes, batting practice jerseys, headwear (including but not limited to adjustable, wool, and fitted caps, visors, beanies, and headbands), windsuits, rainsuits, socks, underwear, baselayer, and sideline or courtside pants, shorts or shirts, provided that Company is able to supply reasonably acceptable apparel in the specific category.
- H. “*Coach(es)*” means UCLA’s Head and Assistant Coaches for all Teams
- I. “*Company Marks*” means any name, logo, symbol, trademark, or service mark, or brand licensed, owned or controlled by Company relating to the “Under Armour” brand.
- J. “*Company Products*” means all apparel, footwear, accessories, equipment, and connected fitness products of an athletic or athleisure nature, including but not limited to Authentic Competition Apparel, Performance Products, all sports equipment Company currently produces or licenses including, but not limited to, protective eyewear, sunglasses, and eyewear with performance attributes, wristbands, gloves, batting and fielding gloves (if not provided by an Existing Agreement), catchers’ equipment (if not provided by an Existing Agreement), elbow guards, water bottles (on a non-exclusive basis), mouth guards, mouth pieces, lacrosse hard goods, inflatables (subject to the New Product Acceptance Testing Process (as defined in Section IV(A)(4) below)), heart rate monitors, athletic bags (excluding baseball and softball equipment bags provided by an Existing Agreement), compression arm sleeves, calf sleeves, digital interactive health or fitness tools, applications, software, subscription services and platforms (if not provided pursuant to an Existing Agreement), health or fitness wearables, health and progress (weight, etc.) scales (but excluding any traditional medical scales that only measure height and weight), athletic and athletically-related training and measurement systems (if not provided by an Existing Agreement), and athletic apparel, footwear, and accessories with the capability of measuring biometric data (if not provided by an Existing Agreement). Company Products shall not include Excluded Products, subject to Section IV(A)(6) below.
- K. “*Contract Year*” means each (12) month period during the Term, beginning July 1 and ending on June 30 of the following year.
- L. “*Core Teams*” shall mean UCLA’s football, baseball, men’s basketball, and women’s

basketball Teams.

- M. “*Director’s Cup*” means the nationally-recognized program that honors collegiate institutions maintaining a broad-based program, achieving success in many sports, including both men's and women's sports.
- N. “*Dollars*” means United States dollars.
- O. “*Excluded Products*” means those products listed in Exhibit B, which shall be excluded from the categories of Supplied Products that Company is providing to UCLA pursuant to this Agreement.
- P. “*Existing Agreement*” means the current agreements between UCLA and third parties, to supply the Additional Equipment listed in Exhibit A and the Excluded Products listed in Exhibit B.
- Q. “*Financial Obligations*” means the fees, payments and bonuses that, pursuant to this Agreement, Company must remit, pay or otherwise provide to UCLA.
- R. “*Force Majeure Event*” means any cause or event which is beyond the commercially reasonable control of Company (or the reasonable control of UCLA) and which renders the performance of this Agreement by the affected Party either impossible or impracticable, including, without limitation, flood, earthquake, fire, labor actions or work stoppages, natural calamities, national emergencies, declarations of war, riot, civil disturbance, sabotage, explosions, acts of God, acts of any regulatory, governmental body and/or agency, having jurisdiction over the affected Party, including without limitation any Laws, orders, ordinances, acts, or mandates which prohibit, restrict, or regulate the affected Party’s performance of its obligations under this Agreement.
- S. “*Fully Embellished*,” with regard to any Supplied Product, means that such product features UCLA Marks along with any required additional text (e.g., football, volleyball, sports medicine, athletics, etc.), which shall be placed on Supplied Products at no additional cost to UCLA. Pricing in Company’s wholesale college product catalogue for Supplied Products includes the cost of embellishment. Embellishment shall not be charged as a separate line item in the Annual Product Allowance calculation. The specific type of embellishment of any Supplied Products (e.g., screenprinting, embroidery, etc.) will be mutually agreed upon by Company and UCLA in advance.
- T. “*Laws*” means any and all applicable laws, rules and regulations, including without limitation, local and national laws, rules and regulations, NCAA rules and regulations, treaties, voluntary industry standards (if any), and other legal obligations pertaining to the Agreement, including without limitation, those pertaining to consumer and/or product safety, labor practices, employees, the environment, anti-corruption (i.e., the United States Foreign Corrupt Practices Act of 1977, as amended, and any local equivalent) and the manufacture and distribution of the Supplied Products.
- U. “*Matching Period*” means the time period from January 1, 2031 through March 31, 2031 (as described in greater detail below), provided that the Agreement has not otherwise terminated pursuant to its terms.

- V. “*Negotiation Period*” means the time period from October 1, 2030 through December 31, 2030 (as described in greater detail below), provided that the Agreement has not otherwise terminated pursuant to its terms.
- W. “*Non-Company Products*” means any items of athletic or athleisure footwear, equipment, accessories, or apparel, required by the Teams that are not Company Products.
- X. “*Party(ies)*” means UCLA and/or Company, as indicated by the context.
- Y. “*Performance Products*” means all Company Products which (a) have a unique construction (e.g., compression); (b) have unique fabrications (e.g., moisture wicking) that assists the wearer during wear and/or use; and/or (c) are marketed as having such constructions, fabrications, and/or special characteristics.
- Z. “*Recognition Right*” means the right to make accurate public statements and representations that the Teams, Coaches, and Staff utilize Company Products (e.g., in Sponsorship Materials). In connection with any such public statements or representations, Company shall also have the right to use the UCLA Marks, subject to the terms and conditions of this Agreement.
- AA. “*Retail Value*” means, generally, two hundred percent (200%) of Company’s then-current wholesale pricing as set forth in Company’s wholesale college product catalog.
- BB. “*Sponsorship Materials*” means any Advertisement, Acknowledgment or other similar materials created by or for Company’s promotional purposes and featuring the UCLA Marks.
- CC. “*Staff*” means all equipment managers, trainers, physicians, senior employees of the UCLA’s Department of Intercollegiate Athletics, and other non-Coaches in the direct employ of UCLA who in any way assist the Teams during practices, competitions, exhibitions, on-campus camps and clinics. Without limitation, Staff shall not mean game management personnel such as ushers, ticket takers, and security guards.
- DD. “*Statement*” means the form approved by UCLA, setting forth, in writing, information relating to Company’s Financial Obligations and Supplied Products, as provided in the Agreement.
- EE. “*Supplied Products*” means Company Products and Non-Company Products supplied by Company to UCLA for its Teams, Coaches and Staff, pursuant to the terms of this Agreement.
- FF. “*Team*” means any or all current members of UCLA’s men’s and women’s varsity intercollegiate athletic teams and spirit squads (i.e., cheerleaders, dance team, mascots and yell-crew student group members). The Parties understand that any mention of specific programs (e.g., football, basketball, etc.) shall refer to UCLA’s Teams, unless otherwise specifically stated.
- GG. “*Term*” means that period of time commencing on July 1, 2017 and concluding June 30, 2032, unless this Agreement is earlier terminated pursuant to its terms.
- HH. “*Third Party Sporting Company*” means a third party that designs, manufactures and distributes athletic or athleisure apparel, equipment, footwear, and/or accessories, and

which engages in the outfitting of NCAA Division I teams (i.e., supplies accessories, apparel, footwear, and/or equipment to NCAA Division I teams), as well as other major suppliers of athletic or athleisure apparel, equipment, footwear, and/or accessories.

- II. “*Territory*” means the world, with regard to the athletic product and sponsorship terms provided herein, but excluding any licensing program by ASUCLA.
- JJ. “*UCLA Marks*” means the various marks, service marks, trademarks, logos, artwork, branding and names associated with UCLA, including “UCLA,” “University of California,” “Bruin(s),” “Joe Bruin,” and “Josephine Bruin”.

## II. COMPANY OBLIGATIONS

Company agrees that it shall, during the Term, provide the financial support, other financial support and Supplied Products described below in Subsections II(A), (B) and (C) to UCLA (but not including any performance bonuses), with a total value of Two Hundred Eighty Million Dollars (\$280,000,000), as follows:

### A. **Financial Support**

- a. Signing Bonus. On July 1, 2017 or within fifteen (15) days thereof, Company shall pay UCLA a one-time signing bonus of Fifteen Million Dollars (\$15,000,000).

Notwithstanding anything contained herein to the contrary, in the event of early termination of this Agreement by Company in Contract Year #1 only pursuant to Section VIII(C)(2)(d) or (f) below, UCLA will refund Twelve Million Five Hundred Thousand Dollars (\$12,500,000) of the signing bonus to Company within thirty (30) days following UCLA’s receipt of notice.

- b. Rights Fees; Annual Cash Payment. Company shall pay UCLA rights fees totaling One Hundred Thirty-Five Million Dollars (\$135,000,000) during the Term (“**Rights Fee**”), allocated in annual installments of Nine Million Dollars (\$9,000,000), which will be paid quarterly in equal installments within thirty (30) days following the first day of each calendar quarter (July 1, October 1, January 1, and April 1) for each Contract Year during the Term.

(i) Rights Fee Reduction for Core Team Sanction. Notwithstanding the foregoing, in addition to any other rights or remedies Company may have, for any Contract Year in which a Core Team set forth below is sanctioned by the NCAA resulting in the prohibition of television appearances or a reduction of post-season play or Conference championship game play (if applicable) by the Core Team, Company shall have the right to reduce the Rights Fee for such Contract Year by: (a) fifteen percent (15%) for the Football Team; (b) fifteen percent (15%) for the Men’s Basketball Team; (c) ten percent (10%) for the Women’s Basketball Team; and (d) ten percent (10%) for the Baseball Team. Such reduction rights shall be cumulative. Company shall have the right to either withhold the Rights Fee installment(s) or require reimbursement of any Rights Fee(s) received, if

any, paid in excess of the amount to which UCLA is entitled (such reimbursement to be made to Company within thirty (30) days of UCLA's receipt of written notice).

(ii) Reductions for Spatting/Core Teams. In addition to any other rights or remedies Company may have, in any Contract Year in which a Core Team member "spats" or tapes the Supplied Products, and/or obscures the Company Marks on any Supplied Products (other than for an injury sustained by such Core Team member that requires taping for stability purposes, provided that UCLA provides Company with notice of such injury within a reasonable time period following such injury, but in all instances prior to the commencement of the next game), Company shall have the right to reduce the Rights Fee provided to UCLA in such Contract Year as set forth below. For the avoidance of doubt, successive reductions shall be cumulative in a Contract Year (e.g., 4 occurrences in a Contract Year would result in a total reduction of \$50,000 in such Contract Year).

Occurrence	Rights Fee Reduction
1 <sup>st</sup> occurrence	\$0
2 <sup>nd</sup> occurrence	\$10,000
3 <sup>rd</sup> occurrence	\$15,000
4 <sup>th</sup> occurrence and each occurrence thereafter	\$25,000

- c. Performance Bonuses. Company shall pay UCLA bonuses based on the achievements of UCLA's varsity athletic Teams and Coaches, as provided forth below:

**Football**

Achievement	Bonus Amount
Team appears in the Conference Championship	\$10,000 (incremental)
Team plays in a non-College Football Playoff Bowl Game	\$50,000
Team plays in a College Football Playoff Bowl Game (i.e., a traditional New Year's Six Bowl Game)	\$150,000
Team plays in a College Football Playoff Semi-Final Game	\$250,000
Team plays in the College Football National Championship	\$350,000
Team wins the College Football National Championship	\$500,000
Head Coach is named AFCA National Coach of the Year	\$10,000 (incremental)

**Men's Basketball**

Achievement	Bonus Amount
Team named Regular Season Conference Champions	\$35,000 (incremental)
Team wins Post-Season Conference Championship Tournament	\$75,000 (incremental)
Team participates in NCAA Post-Season Tournament First Round	\$15,000
Team participates in NCAA Post-Season Tournament Second	\$25,000

Round	
Team participates in NCAA Post-Season Tournament Sweet 16	\$50,000
Team participates in NCAA Post-Season Tournament Elite 8	\$75,000
Team participates in NCAA Post-Season Tournament Final 4	\$100,000
Team participates in NCAA National Championship Game	\$150,000
Team wins NCAA National Championship	\$200,000
Head Coach is named Naismith National Coach of the Year	\$35,000 (incremental)
Head Coach is named Conference Coach of the Year	\$10,000 (incremental)

**Women's Basketball**

Achievement	Bonus Amount
Team wins Post-Season Conference Championship Tournament	\$40,000 (incremental)
Team participates in NCAA Post-Season Tournament First Round	\$5,000
Team participates in NCAA Post-Season Tournament Sweet 16	\$10,000
Team participates in NCAA Post-Season Tournament Final 4	\$35,000
Team participates in NCAA National Championship Game	\$75,000
Team wins in NCAA National Championship	\$100,000
Head Coach is named WBCA National Coach of the Year	\$25,000 (incremental)
Head Coach is named Conference Coach of the Year	\$10,000 (incremental)

**Baseball**

Achievement	Bonus Amount
Team finishes 1 <sup>st</sup> in Regular Season Conference Standings	\$7,500
Team qualifies for College World Series	\$5,000
Team participates in College World Series championship round	\$15,000
Team wins College World Series	\$25,000
Head Coach is named <i>Baseball America's</i> National Coach of the Year	\$5,000 (incremental)

**All Other Teams**

Achievement	Bonus Amount
Team Wins Regular Season Conference Championship or Wins Post-Season Conference Tournament (non-cumulative)	\$7,500
Team Wins National Championship	\$50,000
Head Coach Wins National Coach of the Year	\$10,000 (incremental)

**Director's Cup**

Achievement	Bonus Amount
University places 3 <sup>rd</sup> in the Director's Cup	\$25,000
University places 2 <sup>nd</sup> in the Director's Cup	\$50,000
University wins Director's Cup	\$100,000

Performance bonuses will be non-cumulative unless otherwise indicated as incremental. Should the playoff format materially change over time in a way that increases or decreases the brand or exposure value to Company, as compared with the format existing as of the first day of the Term (e.g., an extra rounds in playoffs, the number of competing teams is reduced, etc.), the Parties shall meet, in good faith, to discuss the appropriate adjustments to the performance bonus amounts.

All achieved performance bonuses shall become payable thirty (30) days from the date of invoice from UCLA, which invoices will be provided by UCLA to Company in a consolidated fashion following the end of each sports season covering all bonuses earned during that sports season and upon confirming that bonus amounts have been earned.

## **B. Other Financial Support**

1. Marketing Spend. Company commits to spend a minimum of Fifteen Million Dollars (\$15,000,000) during the Term (allocated at a minimum of \$1,000,000 in marketing investments and activations each Contract Year) marketing its support of Teams, Coaches and Staff, with the understanding that such annual spend will be a combination of a spend with UCLA's third party marketing company (currently IMG) for traditional on-campus marketing, mutually agreed upon spending for community marketing and activation in the Greater Los Angeles area, and mutually agreed upon marketing and promotion activations on Company-controlled outlets and platforms.
2. Additional Investment. During the Term, and subject to a separate license agreement with ASUCLA, Company shall: (1) invest a minimum of One Hundred Fifty Thousand Dollars (\$150,000) to upgrade and rebrand UCLA's primary bookstore to market, promote, and sell co-branded products for retail sale featuring the UCLA Marks and Company Marks.
3. Athletic Facilities Rebranding; Creative Services. Company shall pay University a creative services fee of Two Million Dollars (\$2,000,000, allocated as \$1,000,000 in Contract Year #1 and \$1,000,000 in Contract Year #8) which will be used by UCLA to rebrand UCLA's athletic facilities with UCLA Marks and Company Marks. The creative services fee will be paid directly to UCLA within thirty (30) days of the start of the Contract Year, unless otherwise agreed upon by the Parties, in writing, that payments may be made to a third party. In addition, Company will make available to UCLA representatives, and UCLA representatives will use the services of, Company's creative teams for purposes of designing the rebrand of UCLA's athletic facilities, including competition venues, practice and training facilities, locker rooms, athletic administrative buildings, hall of fame areas, and any other athletic venues requested by UCLA, at no additional cost to UCLA. For purposes of clarification, the proposed rebranding shall not include any renaming of UCLA facilities or buildings, including without limitation, athletic facilities. UCLA agrees that Company will be consulted regarding any athletic facility rebrand design, and Company's reasonable design and creative input will be considered by UCLA in good faith.



**C. Supplied Products**

1. Annual Product Allowance: Company shall, during the Term, provide UCLA with Supplied Products up to the Annual Product Allowance listed below (as ordered by UCLA pursuant to the terms hereof), totaling One Hundred Twelve Million Eight Hundred Fifty Thousand Dollars (\$112,850,000), for the purpose of outfitting University's intercollegiate athletic Teams, Coaches, and Staff.
  - a. The Annual Product Allowance will be allocated in each Contract Year as follows:

<b>Contract Year</b>	<b>Annual Product Allowance</b>	<b>Customized Supplied Products Received by UCLA No Later Than</b>
#1 (7/1/17 – 6/30/18)	\$7,500,000	7/1/17 for fall sports, 10/1/17 for winter sports, 1/1/18 for spring sports
#2 (7/1/18 – 6/30/19)	\$6,550,000	7/1/18 for fall sports, 10/1/18 for winter sports, 1/1/19 for spring sports
#3 (7/1/19 – 6/30/20)	\$6,700,000	7/1/19 for fall sports, 10/1/19 for winter sports, 1/1/20 for spring sports
#4 (7/1/20 – 6/30/21)	\$6,850,000	7/1/20 for fall sports, 10/1/20 for winter sports, 1/1/21 for spring sports
#5 (7/1/21 – 6/30/22)	\$7,000,000	7/1/21 for fall sports, 10/1/21 for winter sports, 1/1/22 for spring sports
#6 (7/1/22 – 6/30/23)	\$7,150,000	7/1/22 for fall sports, 10/1/22 for winter sports, 1/1/23 for spring sports
#7 (7/1/23 – 6/30/24)	\$7,300,000	7/1/23 for fall sports, 10/1/23 for winter sports, 1/1/24 for spring sports
#8 (7/1/24 – 6/30/25)	\$7,450,000	7/1/24 for fall sports, 10/1/24 for winter sports, 1/1/25 for spring sports
#9 (7/1/25 – 6/30/26)	\$7,600,000	7/1/25 for fall sports, 10/1/25 for winter sports, 1/1/26 for spring sports
#10 (7/1/26 – 6/30/27)	\$7,750,000	7/1/26 for fall sports, 10/1/26 for winter sports, 1/1/27 for spring sports
#11 (7/1/27 – 6/30/28)	\$7,900,000	7/1/27 for fall sports, 10/1/27 for winter sports, 1/1/28 for spring sports
#12 (7/1/28 – 6/30/29)	\$8,050,000	7/1/28 for fall sports, 10/1/28 for winter sports, 1/1/29 for spring sports
#13 (7/1/29 – 6/30/30)	\$8,200,000	7/1/29 for fall sports, 10/1/29 for winter sports, 1/1/30 for spring sports
#14 (7/1/30 – 6/30/31)	\$8,350,000	7/1/30 for fall sports, 10/1/30 for winter sports, 1/1/31 for spring sports
#15 (7/1/31 – 6/30/32)	\$8,500,000	7/1/31 for fall sports, 10/1/31 for winter sports, 1/1/32 for spring sports

Notwithstanding the delivery schedule set forth herein, non-customized Supplied Products (e.g., training gear, etc.) will be supplied to UCLA upon request and pursuant to Company's standard product ordering deadlines and delivery process.

- b. Taking into consideration the Retail Values used to calculate the Annual Product Allowance, Company represents and warrants that its wholesale pricing for Supplied Products for UCLA will be the same for all of its Division I sponsored colleges and universities during the Term.
- c. If during the Term, UCLA adds any additional varsity intercollegiate athletic program(s), Company shall increase the Annual Product Allowance by a mutually agreed upon amount (based on prevailing outfitting costs for comparable intercollegiate teams in that sport) that will be added annually thereafter, to provide such additional program(s) with a sufficient annual supply of Supplied Products.
- d. Each Contract Year, UCLA shall be permitted to carry-over up to Two Hundred Thousand Dollars (\$200,000) of any unexpended Annual Product Allowance from such Contract Year to the next immediately subsequent Contract Year, upon written notice by UCLA to Company on or before March 1 of the then-current Contract Year. Carry-over amounts from the previous Contract Year shall be deemed to be spent before the allotted amounts for any current Contract Year.
- e. Provided that UCLA has requested sufficient quantities of Supplied Products during the Contract Year to meet the Annual Product Allowance, and Company is unable to deliver such Supplied Products to UCLA for reasons within Company's control (e.g., not for a Force Majeure event or for UCLA's mistake or late order) thus resulting in an Annual Product Allowance Shortfall at the end of any Contract Year, UCLA will be permitted to procure the Supplied Products from a third party (until such time that Company is able to provide the Supplied Products to UCLA, during the relevant Contract Year) and Company will reimburse UCLA for such costs incurred by UCLA up to the Annual Product Allowance Shortfall amount; provided, however, that UCLA will not permit any third party branding on such Supplied Products to be visible in competition. UCLA will provide Company with reasonable supporting documentation showing costs incurred to procure substitute Supplied Products.
- f. Supplied Products provided to UCLA pursuant to this Agreement may be resold by UCLA for (i) charitable and/or fundraising purposes, or (ii) internal sales by UCLA (such internal sales shall be subject to Company's reasonable approval, which shall not be unreasonably withheld) only; provided, however, that Supplied Products resold for fundraising purposes must be game-worn or game-used Supplied Products only. UCLA acknowledges and agrees that it shall be responsible for ensuring that all Supplied Product orders are submitted in compliance with Company's

reasonable product ordering guidelines and NCAA rules and regulations. In the event of a conflict between Company's product ordering guidelines and this Agreement, this Agreement will prevail. Except as provided below in Section II.C(3), in no event shall any fees, charges or financial penalties in such guidelines be charged to UCLA or factor into any calculation of the Annual Product Allowance.

2. Product Selection: In each Contract Year, UCLA shall have the right to select the Supplied Products listed in Company's wholesale college product catalog for that Contract Year, and such other shoe and apparel products as UCLA reasonably requires for its Teams, Coaches and Staff, and charge the Retail Value of those items against the Annual Product Allowance for that Contract Year. The Annual Product Allowance set forth herein may be utilized by UCLA to purchase Supplied Products for all of its intercollegiate athletic Teams.

3. Company Products: All Supplied Products will be delivered to UCLA Fully Embellished. Shipping method shall be chosen by Company and Company shall pay all shipping costs, provided, however that UCLA acknowledges that non-standard ground shipping costs incurred as a result of UCLA's mistake or delay will be the responsibility of UCLA, unless such non-standard ground shipping costs are primarily a result of Company's mistake or Company's shipment to UCLA of defective products. Company agrees to provide ordering books a minimum of thirty (30) days prior to ordering deadline. UCLA and Company shall mutually agree on standard UCLA colors and such standard colors will be carried by Company as a stock color that is part of the licensed product line or in-line product line.

Company agrees to consult with UCLA in the design of Supplied Products that Company will supply to UCLA, including Authentic Competition Apparel, for the purposes of ensuring that quality, color, and style of the apparel items are unique to UCLA and consistent with UCLA's traditions.

4. Non-Company Products: Company shall purchase Non-Company Products as needed and provide them to UCLA at Company's acquisition costs (which costs shall be charged against the Annual Product Allowance for the Contract Year in which any such purchase occurs, or charged to UCLA in any Contract Year in which the amount of such purchase exceeds such Annual Product Allowance). At UCLA's request Company shall provide appropriate documentation supporting the acquisition costs. Non-Company Products may bear UCLA Marks and/or a Company Mark (subject to Company's prior written approval in each instance) or have Non-Company identification removed. Any modification of Non-Company Products purchased by Company shall be made by Company. In addition, UCLA may separately purchase (or acquire) and embellish Non-Company Products, if approved by Company, and be reimbursed by Company (said reimbursement to be charged against the Annual Product Allowance for that Contract Year). In either event, Company shall protect, indemnify and save harmless UCLA from and

against any claim or liability arising out of UCLA's use or modification of any Non-Company Products, except to the extent due to UCLA's negligence or misuse of any Non-Company Products. Suppliers of Non-Company Products shall be subject to prior approval by UCLA, such approval not to be unreasonably withheld.

5. Product Quality: Company shall provide Supplied Products to UCLA that meet or exceed industry standards for quality.

6. Service: Company shall provide UCLA with high quality service during the Term.

- a. Company shall accurately and timely fill UCLA orders for Supplied Products.
- b. In the event that Company sends incorrect Supplied Products to UCLA, Company shall send correct Supplied Products within two (2) weeks of notice to Company of the incorrect delivery. Company shall pay the cost of returns (including shipping) of incorrectly delivered Supplied Products, and incorrectly delivered Supplied Products will not be charged against the Annual Product Allowance.
- c. Company's documentation for Supplied Products delivered to UCLA shall accurately reflect the Supplied Products that were delivered, and shall contain accurate Retail Value and wholesale pricing information, which Company shall include with each order.
- d. Company's customer service representatives shall promptly respond to inquiries from UCLA.

7. Adjustments and Additional Products

- a. If Company's wholesale pricing of any item of Supplied Products contained in Company's wholesale price list increases by an annual average of more than 4% per Contract Year over the price for that item over the previous three (3) Contract Years, then the Annual Product Allowance shall increase commensurately for that Supplied Product, and may result in a maximum cost increase of 4% to UCLA for any such item in any subsequent Contract Year.
- b. In the event that the Annual Product Allowance for any Contract Year is exceeded, UCLA may purchase from Company, and Company agrees to sell to UCLA, additional Supplied Products for Teams, Coaches, Staff and UCLA Athletics camps at Company's prevailing wholesale prices current as of the date of UCLA's request.

8. UCLA Schedule. Supplied Products required to be provided by Company under this Agreement shall be provided in accordance with the schedule set forth in Section II(C)(1)(a) above (unless otherwise agreed to by the parties) and Company's product ordering guidelines, and UCLA will provide

Company with all relevant sizes and quantities needed. In the event Supplied Products provided to UCLA herein are not delivered in accordance with the schedule set forth in Section II(C)(1)(a) above for reasons within Company's control (i.e., not as a result of a Force Majeure Event or UCLA's late orders), UCLA will promptly notify Company and Company will have twenty (20) business days to remedy such non-delivery. If after such 20-day period, UCLA has not received such Supplied Products, UCLA shall be permitted to secure Supplied Products from a third party until Company's Supplied Products are delivered; provided, however, that no third party branding may be visible on such third party Supplied Products. Company's failure to cure more than two (2) late deliveries of Supplied Products for reasons within Company's control in a Contract Year shall be deemed a material breach of this Agreement.

- D. **On-Site Representative.** Company agrees to provide one (1) full time Company employee, solely dedicated to cover, service, and support UCLA at no cost to UCLA, to be located on the UCLA campus in a space provided by UCLA each Contract Year or in a mutually agreeable location within five (5) miles of the main UCLA campus. UCLA reserves the right to reasonably approve of the person hired for this position and, although such person will work collaboratively with UCLA, such person shall be supervised and managed by Company as Company's employee. The job duties of this employee will include, without limitation, provision of administrative support and product service for UCLA's Department of Intercollegiate Athletics for implementation of Company responsibilities under this Agreement. In the event of a personnel change in this position, Company hereby agrees to use best efforts to have any replacement employee hired or new representative assigned to and working on UCLA's campus within forty-five (45) days of the prior employee's departure, and in all circumstances, Company shall ensure that UCLA continues to be supported and serviced properly during the search for a replacement employee. UCLA will provide a private office for use by the identified Company employee, under terms set forth in a separate use-agreement acceptable to both Parties, at no cost to Company.
- E. **Internships.** In each Contract Year, Company shall employ a minimum of four (4) UCLA students as interns in Company's global offices in Baltimore, Maryland, or other offices, if mutually agreed upon by the Parties in writing. All prospective UCLA student interns must apply via Company's internship application process.
- F. **Sports Camps.** Company shall be designated as the exclusive Company Products sponsor of each of UCLA's Department of Intercollegiate Athletics' on-campus sports camps, and shall provide Supplied Products for all such camps using UCLA's Annual Product Allowance in II.C.1, or as purchased by UCLA at Company's then-current wholesale pricing, conducted by the Head Coaches or any other members of the Staff of the Teams. Brochures for on campus Department of Intercollegiate Athletics camps and clinics shall include a Company logo.
- G. **Retail Expansion.** Company represents that it will (i) have a minimum of two (2) "Under Armour" retail stores open in the greater Los Angeles area prior to June 30, 2019, and will make commercially reasonable efforts toward having at least one (1) retail store location in the West Los Angeles area (which could be one (1) of the first

two (2) greater Los Angeles stores referenced above); (ii) prominently showcase UCLA Athletics throughout the two greater Los Angeles retail stores (and no less prominently than other Los Angeles-area universities) as well as in prominent Company branded retail stores selected by Company throughout the world; and (iii) assist UCLA with the development of UCLA's global strategy showcasing UCLA Athletics. Company will consider UCLA's reasonable input regarding its retail strategy with respect to Company and UCLA co-branded products.

### III. UCLA OBLIGATIONS

#### A. **Exclusive Use of Supplied Products**

1. During the Term and within the Territory, UCLA will require all Coaches, Staff and Teams to exclusively wear and use Supplied Products (as opposed to similar types of goods from other suppliers) whenever the Coaches, Staff or Teams coach, practice, perform or play in UCLA's intercollegiate athletic program, participate in Team-related activities (including without limitation travel to and from competitions, and participation in media and public relations opportunities, charity events, and photograph/video shoots) or conduct or participate in exhibitions, on-campus summer camps or clinics on behalf of UCLA. Such Supplied Products shall be in good condition, with all Company Marks uncovered.

2. Notwithstanding any other provision of this Agreement, Coaches, Teams and Staff shall not be required to wear Supplied Products when they would clash with normal business or non-athletic casual attire.

3. Notwithstanding any other provision of this Agreement, neither a Coach nor any Team member shall be required to wear Supplied Products when, in the written opinion of the Team physician, the wearing of such shoes or apparel is medically contraindicated; provided however, that such Coach or Team member shall cover all logos, trademarks and brand indicia of any products other than the Supplied Products (excepting other goods with Company's logos), if otherwise obligated to wear the Supplied Products. However, the Coach or Team member, shall be required to wear any Supplied Products that Company specially makes and supplies in a timely fashion and which fully addresses the medical issue, as determined by the Team physician in his or her sole medical discretion.

#### B. **Tickets to UCLA Events**

During each Contract Year, UCLA will provide the following to Company:

1. Twelve (12) best-available season tickets to all home football games at the Rose Bowl and all other locations where UCLA is designated as the home team, including four (4) parking passes;

2. Two (2) season seats for all UCLA home football games, in the Wooden Athletic Fund Hospitality Suite in the Terry Donahue Pavilion (and any comparable location if this location no longer exists or is renamed);

3. Eight (8) post-season bowl game tickets, should UCLA's football Team qualify for any bowl game during the Term;

4. Eight (8) best-available season tickets to each home men's and women's basketball games, including two (2) parking passes.
5. Eight (8) best-available ticket books (which for the avoidance of doubt will include tickets to all events taking place on-site at such event) to each men's and women's post-season tournament (including all PAC-12 tournament games and all games for the NCAA Tournament pod or region that University is participating in), exhibition game, neutral site game, and exempt event, with the opportunity to purchase additional best-available tickets at discounted pricing, as approved by UCLA in its reasonable discretion.
6. Eight (8) UCLA Olympic Sports Cards, each of which is good for admission to other UCLA intercollegiate athletic events.
7. Designate and provide use of an exclusive hospitality area and provide complimentary tickets for up to one hundred (100) guests at one (1) mutually agreed upon home football game in each Contract Year at no cost to Company;
8. One hundred (100) reserved seat tickets to each of two (2) mutually agreed upon men's basketball games, as mutually agreed by the Parties, in each Contract Year;
9. The opportunity to purchase a maximum of five thousand (5,000) single game tickets for a mutually agreed-upon home football game and five thousand (5,000) season football tickets at a mutually agreed upon discounted rate, to be used as a premium give-away item to consumers and as a sales incentive for Company personnel or retail clients.
10. The opportunity to purchase a maximum of one hundred (100) basketball single game and fifty (50) season men's and women's basketball tickets in the available public sections of Pauley at a mutually agreed upon games and discounted rate, to be used as a premium give-away item to consumers and as a sales incentive for Company personnel or retail clients.

### C. Company Recognition

UCLA, at its expense, will provide Company with the following during the Term:

1. Signage in all athletic competition and practice venues, including without limitation locker rooms, training and practice facilities, trainers' rooms (exact signage locations, types, and sizes to be mutually agreed upon);
2. Advertising in all football and basketball game programs and in all Team on-campus camp and clinic brochures, as mutually agreed upon;
3. Radio advertisements (up to: 30), as mutually agreed upon by the Parties, during all Football and Basketball game broadcasts on the UCLA network;
4. Two (2) scoreboard and two (2) public address announcements (one each half) at each home Football and Basketball game, acknowledging Company's sponsorship of UCLA, with a twenty-five (25) word maximum, and text mutually acceptable to UCLA and Company;
5. Prominent logo/decal recognition on the basketball stanchions (i.e. pole pads) at all home men's and women's basketball games played in Pauley Pavilion.
6. One (1) permanent backlit sign (in a mutually agreed upon size) on the upper

auxiliary scoreboard in Pauley Pavilion. Sign shall be illuminated at all home athletic events.

7. One (1) unit on the courtside recognition system used at men's home basketball games, as selected by UCLA.

8. The official designation of "Official Outfitter of UCLA Athletics," as well as the "Official Outfitter" designation of all UCLA Teams, and any other designations mutually agreed upon, in writing, which will be used by UCLA in reference to Company whenever possible and appropriate. Such designation shall be used to identify Company as the exclusive supplier of Supplied Products, but shall not constitute an endorsement of Company, its products or services.

Without limitation as to opportunities which will not be available to Company, Company will not be assured of signage opportunities in the Jackie Robinson Stadium, the Rose Bowl or any other football or baseball venue; Company acknowledges that UCLA is a lessee of the Jackie Robinson Stadium and Rose Bowl, and that UCLA does not control placement of permanent or temporary stadium signage in these facilities. Company shall be permitted to utilize mutually agreeable UCLA athletics facilities for Company-related events and production shoots up to five (5) times per Contract Year at no usage fee or space rental cost, subject to UCLA standard facility rules, regulations, and scheduling procedures. Other than this, Company will not have the right to utilize UCLA facilities except as expressly stated herein, or otherwise agreed to in writing. UCLA, upon receiving written request for use of UCLA's facilities, shall determine availability and cost and advise Company at UCLA's earliest convenience.

**D. Appearances by UCLA Coaches and Administrators**

During each Contract Year, UCLA agrees that it will make Head Coaches, the UCLA Athletic Director, or mutually agreed upon designees available for appearances requested by Company. UCLA agrees to seek the written approval of its Head Coaches, for Company's use of each such Coach's name, signature, nickname, voice, photograph, or likeness, as allowed by the NCAA/Conference rules, in connection Company and the Supplied Products.

For any appearances outside of the Los Angeles area, Company agrees to provide UCLA with first class lodging accommodations for one (1) and one (1) coach class airline ticket. For international appearances, Company agrees to provide UCLA with two (2) business class airline tickets, along with first class lodging accommodations for two (2) (separate rooms).

Consistent with Head Coaches' duties owed to UCLA, UCLA shall use its reasonable efforts to make Head Coaches available for appearances before such audiences, on such dates and in such locations as are requested by Company, in writing, and Company will use reasonable efforts to request such appearance a minimum of forty-five (45) days in advance of each appearance; provided, however, that Company shall pay for or promptly reimburse UCLA for all necessary and reasonable expenses incurred by Head Coaches in connection with such appearances. Company hereby releases and agrees to hold harmless and indemnify UCLA and any Coaches or other UCLA employees from and against any liability to Company or any third party arising out of any such appearances, except in proportion to and to the extent due to the negligence or willful misconduct of UCLA, any Coach, or any UCLA employee.



#### IV. SUPPLIED PRODUCTS AND SPONSORSHIP MATERIALS

Subject to the limitations set forth in this Agreement, UCLA grants to Company a non-exclusive, non-transferable right and license to utilize the UCLA Marks, as provided below:

##### A. **Company as Sole Supplier**

1. With regard to UCLA Athletics, UCLA hereby agrees that, during the Term and within the Territory, and with the exceptions set forth below in this Section IV(A), UCLA shall not (a) enter into any sponsorship, supplier, advertising, promotional or other arrangement or agreement effective prior to the end of the Term, with any Third Party Sporting Company, or any subsidiary, distributor, or licensee of any such Third Party Sporting Company for the provision of Supplied Products to UCLA's Teams, Staff, and Coaches; (b) supply any Team, Coach, or Staff with the Supplied Products of any Third Party Sporting Company; (c) allow any Team, Coach or Staff to wear or use the Supplied Products of any Third Party Sporting Company to any UCLA Athletics or Team-related events (including but not limited to practices, games, related travel, etc.); (d) permit any Third Party Sporting Company to sponsor, promote, or supply products for any UCLA Athletics sports camps held on UCLA's campus; or (e) enter into any agreement by and between UCLA Athletics and any third party who uses the name "Armour," "Armor," or any term confusingly similar thereto as its name or the name of its products or services, without Company's prior written consent.
2. Exhibit A, which is incorporated by this reference as though fully set forth herein, lists the Existing Agreements between UCLA and third parties with respect to Additional Equipment that are presently in force. Should any Existing Agreement terminate or expire (excluding any Existing Agreement with Easton which may be renewed or extended in UCLA's discretion with the same product categories as exist as of the commencement of the Term), UCLA shall begin using Company's products in that category exclusively so long as Company makes products in such category at that time and those products shall become part of the Supplied Products hereunder, subject to the New Product Acceptance Testing Process. UCLA also shall receive a commensurate increase in the Annual Product Allowance to cover such new products, and subject to the requirements of subsection 3, below, UCLA's policies, procedures and any requirements under the Law.
3. UCLA agrees that, without first providing written notice to Company and providing Company with the opportunity to include such Additional Equipment in the definition of Company Products with a commensurate increase in the Annual Product Allowance, neither UCLA (nor any of its Coaches and/or Staff) shall (i) extend or renew any Existing Agreement or agreement subsequent thereto (except with respect to the Easton Agreement, as noted above); or (ii) enter into a new agreement for

Additional Equipment with any third party that engages in the complete outfitting of NCAA Division I athletic programs. Notwithstanding the foregoing, Company agrees that Additional Equipment and any other items (including without limitation apparel items) provided under the Existing Agreement between UCLA and the third party companies listed in Exhibit A, may continue to be provided by such companies so long as Company does not make such products, and UCLA shall have the right to enter into an agreement, extension or renewal of any duration with respect to the provision of such items in such case. If UCLA (or any of its Coaches and/or Staff) is not party to an Existing Agreement for Additional Equipment and Company provides UCLA with notice of its good faith to produce or license such Additional Equipment, then such Additional Equipment shall be included in this Agreement with a commensurate increase in the Annual Product Allowance.

4. UCLA shall only be required to utilize any given item of Additional Equipment if UCLA determines in its sole subjective discretion that use of the particular item of Additional Equipment provided by Company is necessary to the operation of UCLA's intercollegiate athletic program, and that it meets or exceeds the quality of the particular item then in use by UCLA at the time offer to substitute is made. In this connection, if at any time during the Term, Company communicates a bona fide intention to expand its product line by adding any Additional Equipment for use by the Teams, then Company shall give UCLA notice of the particular Additional Equipment as soon as prototypes of such Additional Equipment are available. UCLA agrees that if such Additional Equipment is not included in an Existing Agreement, then the following process ("**New Product Acceptance Testing Process**") shall be utilized. Company shall provide such prototypes to UCLA for acceptance testing. UCLA must test such prototypes in good faith and approve or disapprove such prototypes within one hundred twenty (120) days of receipt of the prototypes. In the event that UCLA does not approve such prototypes, UCLA shall provide Company with written reasons for its disapproval, and Company shall have a commercially reasonable time period to address UCLA's reasons for disapproving such prototypes and to resubmit the items to UCLA. If UCLA again tests such prototypes in good faith and disapproves such prototypes, such prototypes shall not be included in the definition of Supplied Products and UCLA may source such Additional Equipment from any third party that does not engage in the complete outfitting of intercollegiate Division I athletic programs. If UCLA approves the use of such Additional Equipment, then such Additional Equipment shall thereafter be deemed to be included in the definition of Company Products and covered in all pertinent respects by the terms hereof, and UCLA shall no longer be permitted, for the remainder of the Term, to source such product from a supplier other than Company, and the Annual Product Allowance shall increase commensurately to account for the Additional Equipment. By explanation and to reflect the spirit of the deal, barring some failure by Company to provide acceptable products pursuant to the New Product Acceptance Testing Process above and subject to the provisions set forth

above related to the Existing Agreements with Easton, it is the intention of the Parties that UCLA's Teams shall be outfitted by Company from "head-to-toe," and in that regard, no other logo shall be visible on the Team members on the practice and competition fields (or courts or other venues as applicable and except as permitted herein) except as required pursuant to an Existing Agreement. Notwithstanding any contrary provision of this Section, the New Product Acceptance Testing Process shall not be conducted during an official practice period or competition season for the affected Team.

5. The New Product Acceptance Testing Process described above shall also apply to inflatables, Non-Company Products, and Excluded Products that Company wishes to supply to UCLA, as if such inflatables, Non-Company Products, and Excluded Products were "Additional Equipment".
6. The Excluded Products listed in Exhibit B (which is incorporated into the Agreement by this reference as though fully set forth herein), are excluded from this Agreement and UCLA is not obligated to use or purchase any Excluded Products from Company. If UCLA wishes to purchase any Excluded Products from Company, Company shall provide such products to UCLA and the Annual Product Allowance shall increase commensurately to account for the additional products. Notwithstanding the preceding sentence, UCLA acknowledges that Company currently produces certain Excluded Products set forth in Exhibit B, and UCLA will use its good faith efforts to test and use such Excluded Products in accordance with the New Product Acceptance Testing Process (except with respect to products covered by the Easton Agreement).
7. Company shall comply with all applicable Laws in effect during the Term, including as represented below in the remainder of this paragraph. In connection with UCLA and University of California policies in effect during the Term of this Agreement with respect to labor utilized to manufacture Supplied Products ("**Labor Policies**"), Company represents that to the best of its knowledge Company is in compliance with the University's Labor Policies as currently constituted (found at <http://policy.ucop.edu/doc/3000130/CodeTrademarkLicensees>) based on the *Interim Administrative Guidelines to Assure Contractor and Licensee Compliance with the University of California Code of Conduct for Trademark Licensees* dated June 19, 2000, to the assembly and screen printing level of the supply chain and will remain in compliance with same. UCLA will promptly notify Company regarding any changes or updates to any such Labor Policies.
8. Use of UCLA Marks on Products. Company warrants that, except to the extent ASUCLA has granted any such rights to Company under separate agreements, Company shall not use the name "UCLA" or "Bruins", or any other UCLA Mark or other mark associated with The Regents of the University of California or any of its facilities, including those pertaining to UCLA, as a brand name nor affix any such UCLA Marks, or names to

any Company product or packaging, nor shall it permit or purport to permit others to do so, except with the prior written agreement of ASUCLA. Should Company desire to procure products/services outside the scope of this Agreement that bear any UCLA Mark, including, for example, promotional products, such products/services must be procured from companies duly licensed by The Regents of the University of California through ASUCLA or its designated licensing agency on behalf or ASUCLA. These promotional products/services will be subject to licensing royalties unless otherwise waived in writing by ASUCLA. Company acknowledges that The Regents of the University of California is the owner of the UCLA Marks, that UCLA has an active, world-wide licensing program for the UCLA Marks, and that it has licensed other companies to use such marks on or in connection with consumer products.

9. In the event that any Supplied Products delivered by Company are defective (e.g., shoe blowouts, jerseys not colorfast, shorter than reasonably anticipated useful life), replacement items shall be promptly supplied by Company, at no cost to UCLA. Company will supply UCLA with a mutually agreed upon number of sample products and specifications for all intercollegiate varsity program game and practice uniforms or other Team uniform requirements upon request at no cost to UCLA. Any material modifications to the styles, look or color of Supplied Products, including without limitation any material changes in design or cut of the official uniform of any Team, must be reviewed and approved in advance by UCLA and must meet or exceed the standards of current uniforms or other items, as determined by UCLA in its sole discretion. Should UCLA disapprove of any such material modifications, it will inform Company of its concerns or objections.
10. In the event of more than one (1) complete style rebranding by Company for all Teams in any three (3) Contract Year period (following the commencement of the Term), Company must provide additional product allowance to purchase matching apparel for all Coaches and Team members affected by the change.
11. UCLA must provide Company with at least twelve (12) months prior written notice in the event of a change to a UCLA Mark to be placed on the Supplied Products provided hereunder. In the event UCLA fails to provide Company with at least twelve (12) months prior written notice of a UCLA Mark change, UCLA shall pay for any actual, out-of-pocket costs incurred by Company as a result of applying or changing the new UCLA Mark on the Supplied Products. UCLA acknowledges that the timely delivery of Supplied Products to UCLA may be affected by any late notice by UCLA of a UCLA Mark change, and such affected delivery shall not cause Company to be in breach of this Agreement.
12. On a case-by-case basis as mutually agreed upon by the parties, UCLA shall have the opportunity to order mutually agreed upon Company Products identified in Company's product line so long as such item has not

been made specifically as, or offered as, a unique or custom product for a certain Company partner (e.g., team, league, player, or institution).

13. **EXCEPT AS PROVIDED HEREIN, COMPANY HEREBY DISCLAIMS AND UCLA HEREBY WAIVES ALL EXPRESS AND IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SUPPLIED PRODUCTS. EXCEPT AS IT RELATES TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION XI BELOW, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS, ARISING OUT OF THIS AGREEMENT.**

#### **B. Grant of License/Approval Process**

1. Subject to the limitations set forth in this Agreement, UCLA hereby grants a limited license to Company to use the UCLA Marks during the Term and in the Territory, in Supplied Products and in furtherance of its Recognition Right in Sponsorship Materials only. Subject to the terms of this Agreement, UCLA retains the right to grant other uses of the UCLA Marks.
2. Company agrees that this grant does not constitute an endorsement by UCLA of any Company product or service, and that UCLA expressly disclaims any such endorsement.
3. Company may only provide the Supplied Products to UCLA, and Company may only use the UCLA Marks as part of Company's Recognition Right if specifically related to the activities contemplated by this Agreement. The provisions of this subsection shall be an independent covenant and shall survive the expiration or sooner termination of this Agreement or any rights or obligations under this Agreement.
4. Company shall submit to UCLA for its prior written approval all concepts, preproduction samples and any artwork containing the UCLA Marks, which will accompany or appear on or in any Supplied Product or Sponsorship Materials. UCLA shall respond to all requests for approvals under the Agreement as quickly as reasonably possible, with a goal of ten (10) business days. If UCLA has not approved or disapproved a submission within that time period, the submission shall be deemed disapproved. To be valid, any approval must be granted by UCLA in writing. UCLA may grant or deny any approvals in its absolute discretion; however, (a) if UCLA disapproves of any of the proposed materials, UCLA will inform Company of its concerns or objections, and (b) UCLA acknowledges that delays by UCLA to approve Supplied Products may result in delayed delivery of Supplied Products to UCLA,

and such delayed delivery will not be deemed a breach of this Agreement by Company.

5. Company acknowledges that all proprietary rights in and to the UCLA Marks, including without limitation any intellectual property rights, are exclusively owned by and reserved to UCLA. Company shall only use the UCLA Marks as permitted herein. Any and all work rendered by Company (or its supplier), at any stage of development that features the UCLA Marks shall be works-made-for-hire and works specially ordered or commissioned by UCLA. If a court of competent jurisdiction finds the work not to be a work-made-for-hire, Company hereby irrevocably and unconditionally grants, assigns and conveys the work and all of Company's rights therein, to UCLA. If any third party makes or has made any contribution to the creation of any new materials which feature the UCLA Marks, Company shall obtain from such party a full assignment of rights, so that the foregoing assignment by Company shall vest full rights to such new materials in UCLA. UCLA shall be responsible for the registration, policing, and enforcement of the UCLA Marks (including any new materials featuring the UCLA Marks created pursuant to this Section) and any costs associated therewith.
6. All uses by Company (or its suppliers) of the UCLA Marks shall inure to UCLA's benefit. Company acknowledges that UCLA is the exclusive owner of all the UCLA Marks.
7. Nothing in this Agreement shall be deemed to grant UCLA rights to Company's trademarks, copyrights, trade secrets, manufacturing processes, technology, product designs, patterns, silhouettes, proprietary techniques, patents, Company Marks, or other intellectual property of Company which is not derived or adapted from, the UCLA Marks or other UCLA property (collectively, "**Company Intellectual Property**"), and Company shall exclusively retain all right, title, and interest in and to all Company Intellectual Property throughout the Term and thereafter.
8. UCLA agrees that no royalty shall be paid on Supplied Products provided by Company under this Agreement.
9. The Parties agree that all of its respective actions related or pursuant to this Agreement shall be consistent with the regulations of the National Collegiate Athletic Association (hereinafter "NCAA") and Pac-12 as they may be in effect from time to time.

C. **UCLA Support.** Upon reasonable request by Company, and subject to work demands and existing scheduling conflicts, UCLA shall, during the Term, make all Coaches, Staff, Teams, equipment managers and trainers (collectively, "**Wear Testers**") available, at mutually agreed upon times and locations (but not more than three (3) times in any Contract Year for any one Wear Tester), to advise and consult with Company with respect to the construction, design, playing features, and other characteristics of Supplied Products as may now or in the future be developed by Company. UCLA will request that the Wear Testers report to Company, either orally or in writing if reasonably requested

by Company, on the Supplied Products provided to such Wear Testers. Such written or oral reports shall address the fit, design, wear characteristics, function, materials and construction techniques of the Supplied Products the Wear Testers wear for the purpose of improving Supplied Products to be made available to UCLA by Company, if providing such reports is not disruptive to the Wear Tester's duties to UCLA, the Staff and Teams. The actual Supplied Products in development and any information regarding such Supplied Products is confidential, as permitted by applicable Law, including the California Public Records Act. Company is the owner of all right, title, and interest in and to any and all rights in and to all intellectual property rights including, but not limited to all patents, trade secrets, copyrights, and trademarks created by Company and/or Wear Testers in connection with the Wear Tester's wear testing of Supplied Products during the Term. UCLA hereby assigns and conveys to Company all such intellectual property subsisting in the Supplied Products that were created in connection with the wear testing of such Supplied Products during the Term by Wear Testers, and execute all papers and do all reasonable things necessary to effect the foregoing or to perfect or to permit Company to enforce any proprietary rights in such Supplied Products.

- D. Except as otherwise expressly authorized by this Agreement or separate written agreement between the parties to this Agreement, neither UCLA nor any Wear Tester will be compensated for any such advice and consultation (however, Company shall pay any and all costs associated with the wear testing process, such as travel expenses for Wear Testers), and Company agrees to release, indemnify and hold harmless UCLA and any Wear Tester from and against any liability to Company or any third party arising out of any such consultation or advice, except to the extent due to the negligence or willful misconduct of UCLA or any Wear Tester.

V. LICENSED PRODUCTS

UCLA's Department of Intercollegiate Athletics agrees to introduce Company (and/or its exclusive licensing partner) to representatives of ASUCLA with whom Company agrees to negotiate (and/or shall cause its licensing partner to negotiate) in good faith all terms related to the licensing of products bearing the UCLA Marks and Company Marks for sale and retail marketing, which shall ultimately be articulated in a separate licensing agreement authorized by ASUCLA through the Collegiate Licensing Company. Subject to the execution of such licensing agreement, UCLA agrees to support and facilitate the proposed negotiations between Company (or its licensing partner) and ASUCLA.

VI. PAYMENTS AND STATEMENTS; REPORTING

- A. All undisputed amounts payable by Company to UCLA pursuant to this Agreement shall be made in full without reduction for taxes, counterclaims, deductions, or demands against UCLA, except as otherwise set forth herein. All payments made by Company pursuant to this Agreement shall be made by check or wire transfer, payable to "The Regents of the University of California," and shall be deemed timely made if mailed postage prepaid or wired on or before the date specified in this Agreement, addressed to the UCLA Director of Intercollegiate Athletics, University of California, Los Angeles, 405 Hilgard Avenue, Los Angeles, California 90095-1639. Any amounts due from Company to UCLA under this Agreement that are not paid by the due date and remain unpaid within fifteen (15) days following Company's receipt of notice of non-payment from UCLA shall bear interest from the due date

until paid at a rate of one percent (1%) per month until payment in full is received by UCLA.

- B. Company's financial statements can be found online at <http://www.uabiz.com/sec.cfm>.
- C. The parties agree that as long as the Company is publicly traded, Company shall not be required to provide additional financial information and the most recently published financial statements by Company are deemed to be the most currently available for UCLA to evaluate Company's financial condition and ability to perform under this Agreement. Should Company cease to be publicly traded, then from time to time thereafter upon request by UCLA and subject to Laws, Company shall furnish to UCLA, no later than seven (7) business days after receipt of such request, financial information as UCLA deems reasonably necessary to evaluate Company's financial condition and ability to perform under this Agreement in a format to be mutually agreed upon by the Parties. Such information shall be deemed Confidential Information (defined in Section IX, below).
- D. Annually, no later than thirty (30) days following the expiration of each Contract Year, or more frequently as reasonably requested by UCLA, Company shall submit to UCLA complete and accurate Statements concerning its payment of the Financial Obligations and provision of Supplied Products, which shall include the following information:
- Each Performance Bonus paid to UCLA in the prior Contract Year;
  - Supplied Products received by UCLA in the prior Contract Year, including a general description for each unit, sizes and quantities provided;
  - Supplied Products remaining in Company's (or its supplier's) inventory bearing the UCLA Marks, including a general description for each unit, sizes and quantities; and
  - Any other UCLA-related credits, outstanding bills, payments and balances.

Such Statements shall be provided in a format, and by the method, reasonably requested by UCLA.

- E. Company agrees to preserve accurate records of all transactions relating to this Agreement (including, but not limited to, its payment of Financial Obligations and provision of Supplied Products), and to allow UCLA or its representatives to examine such relevant records, at all reasonable business hours, from time to time but no more than one (1) time per Contract Year. UCLA will provide Company with reasonable advance notice prior to conducting an audit and any audits will be conducted at UCLA's expense; however, should the audit in a Contract Year reveal a shortfall of five percent (5%) or more of Company's required Financial Obligations (including, but not limited to Rights Fee, etc.) and Annual Product Allowance obligations, as a result of a mistake by Company (and not because, for example, UCLA did not affirmatively order its entire Annual Product Allowance) in such Contract Year, Company shall pay UCLA's reasonable audit costs. Company agrees to preserve all such records for at least four (4) years after such records are received or generated by Company.



F. Annually, no later than thirty (30) days following the expiration of each Contract Year, the Parties shall meet, in-person, for up to two (2) days at UCLA or a mutually agreed upon location, to discuss the then-current status of the relationship, including but not limited to, each Party's obligations under the Agreement, processes, reporting, scheduling, proposed promotional and marketing activities, retail activities and other opportunities for future years. Each Party will pay its respective travel expenses with respect to such meetings.

## VII. RIGHT OF FIRST NEGOTIATION/MATCHING RIGHTS

During the Negotiation Period, the Parties agree to an exclusive right of first negotiation. UCLA shall meet periodically and exclusively with Company during the Negotiation Period (at convenient times and locations) to discuss in good faith the possible renewal of this Agreement. The Parties shall not be obligated to enter into an agreement if they cannot settle on mutually satisfactory terms during the Negotiation Period and any failure or inability to reach an agreement shall not be deemed to be a breach by either Party of this Agreement or any other agreement or arrangement between the Parties. During the Term until the end of the Negotiation Period, UCLA shall not (nor shall UCLA direct or authorize its agents, attorneys, accountants, representatives or employees to) engage in discussions or negotiations with any third party regarding UCLA's wearing, promoting, advertising, or providing consulting or similar services with respect to, any Supplied Products. However, UCLA may, following expiration of the Negotiation Period, meet, discuss and negotiate with any third party regarding such matters, as UCLA deems appropriate, in its sole discretion.

Company shall have the right to match any third party offer UCLA receives during the Matching Period that it intends to accept regarding UCLA's wearing, promoting, advertising, or providing consulting or similar services with respect to any Supplied Products ("**Third Party Offer**"). UCLA shall not be obligated to entertain or accept Third Party Offers or enter into any agreement during the Matching Period with Company or any third party; any failure or inability to reach an agreement shall not be deemed to be a breach by either Party of this Agreement or any other agreement or arrangement between the Parties.

If UCLA receives a Third Party Offer during the Matching Period, which it intends to accept at any time, then UCLA shall submit to Company the material terms contained in the Third Party Offer, in an unredacted writing from such third party on its letterhead and signed by such third party. Company shall have ten (10) business days from the later of the end of the Matching Period or the date it receives the Third Party Offer (such period, the "**Review Period**") to notify UCLA whether Company will renew this Agreement on terms at least equal to the material, measurable, and matchable terms outlined in the Third Party Offer ("**Third Party Terms**"). If Company notifies UCLA that it will renew the Agreement on such the Third Party Terms during the Review Period, then UCLA and Company shall renew this Agreement on such Third Party Terms and all other non-conflicting terms contained herein. UCLA shall inform all third parties of its requirements under this Section VII.

## VIII. TERMINATION

A. UCLA may, at any time, terminate the Agreement effective upon written notice to Company if:

1. Company breaches any material term of the Agreement (including, but not limited to, Company's failure to make payments as they become due and/or UCLA's Labor Policies) and does not cure such breach within thirty (30) days after receiving written notice from UCLA specifying the breach; however, if the breach is one which cannot reasonably be corrected within thirty (30) days (or ninety (90) days with respect to Company's breach of a Labor Policy, if permitted by such Labor Policy), and UCLA reasonably determines that Company is making substantial and diligent progress toward correction during such thirty (30)-day period (or ninety (90) day period as applicable), this Agreement shall remain in full force and effect for an additional thirty (30)-day period (or ninety (90) day period as applicable), but may be terminated upon notice thereafter;
  2. Company fails to generally pay its debts as they become due, or makes a general assignment for the benefit of creditors, or any proceeding is instituted by or against Company seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of any order for relief or the appointment of a receiver, trustee or other similar official for all or for any substantial part of its property or assets;
  3. Company, due to material changes in its financial position, or for other reasons, is unable to meet Company's obligations under the Agreement, or is unable to provide UCLA with assurance reasonably satisfactory to UCLA that Company will be able to meet such obligations;
  4. Company assigns or transfers any of its rights, benefits or obligations under this Agreement in violation of the Agreement and does not cure such violation within thirty (30) days of written notice from UCLA;
  5. Company undergoes a change in control or ownership, whether by way of merger, consolidation, purchase, or where a third party (other than Kevin Plank or entities controlled by him) has acquired (i) securities of Company or its controlling affiliate representing fifty percent (50%) or more of the combined voting power, or (ii) fifty percent (50%) or more of the profit/loss participation in Company or its controlling affiliate and UCLA reasonably believes such change in control or ownership will negatively impact in a material way UCLA Athletics or Company's ability to perform its obligations hereunder; or
  6. Company (or a UA Affiliate as defined below) breaches any other agreement with UCLA and UCLA has terminated such agreement for cause.
- B. Any termination under this Section VIII shall be without prejudice to any rights or remedies that UCLA may have under the Agreement or at Law.
- C. Company may terminate the Agreement as follows:
1. Effective upon written notice to UCLA if UCLA breaches any material term of the Agreement and does not cure such breach within thirty (30) days after receiving written notice from Company specifying the breach; however, if the breach is one

which cannot reasonably be corrected within thirty (30) days, and Company reasonably determines that UCLA is making substantial and diligent progress toward correction during such thirty (30)-day period, this Agreement shall remain in full force and effect for an additional thirty (30)-day period, but may be terminated upon notice thereafter.

2. Company may also terminate the Agreement under the following circumstances, provided that Company has first provided UCLA with thirty (30) days prior written notice specifying its concerns and intent to terminate, and providing UCLA with an opportunity to address Company's concerns; however, if the circumstance is one which cannot reasonably be corrected within thirty (30) days but Company considers, in good faith, and reasonably determines that it can be cured or corrected within an additional thirty (30) day period, , and Company reasonably determines that UCLA is making substantial and diligent progress toward correction during such thirty (30)-day period, this Agreement shall remain in full force and effect for an additional thirty (30)-day period, but may be terminated upon notice thereafter:

- a. A Core Team (or three (3) or more non-Core Teams) is required by Law, the NCAA, or its athletic conference, for a period of five (5) games or longer, to wear and/or use Supplied Products that are not supplied by Company, other than as mandated by the NCAA or relevant Athletic Conference relating to a post-season event or other event or sanctioned tournament;
- b. Company's placement rights with respect to the Company Marks on the Supplied Products are materially diminished as a result of Law, NCAA or Athletic Conference requirements (e.g., if UCLA is no longer allowed to wear apparel featuring Company Marks or the number of Company Marks on competition Supplied Products is significantly reduced);
- c. UCLA ceases for any reason to field a NCAA Division I Core Team or one of those Core Teams does not participate for any reason (other than for a Force Majeure Event) in a complete regular season, missing at least fifty percent (50%) of the scheduled games during the regular season;
- d. A Core Team commits an NCAA Level 1 violation constituting lack of institutional control, resulting in NCAA probation in which it receives a post-season ban and a loss of scholarships for at least two consecutive (2) Contract Years;
- e. UCLA, its Coaches, Staff, or Team members publicly disparage Company or its products on multiple occasions after Company has informed UCLA of its concerns, in writing;
- f. A Head Coach, senior member of UCLA's Department of Intercollegiate Athletics, Core Team member, or a senior University administrator is convicted of or pleads guilty or no contest to a

severe felony (e.g., first degree, aggravated, etc.) in the jurisdiction in which it was committed, or is otherwise involved in a major scandal (e.g., institutional academic fraud, corruption, embezzlement, allegations of discrimination supported by reasonable and credible evidence, major sexual scandal, etc.) that receives significant media coverage and in the reasonable determination of Company reflects unfavorably upon UCLA, Company and/or the Supplied Products, and following such act, UCLA fails to take reasonably appropriate action(s); provided, however, that in no event shall UCLA be required to take any action(s) that are inconsistent with Law or its institutional policies; or

g. Coaches, Staff, or Team members repeatedly fail to wear and/or use the Supplied Products in breach of their exclusivity obligations set forth herein following reasonable notice from Company.

D. Any termination under this Section VIII shall be without prejudice to any rights or remedies that Company may have under the Agreement or at Law.

E. Promptly, and within thirty (30) days following the termination or expiration of this Agreement, for any reason, (1) Company agrees and covenants immediately to discontinue the use of all of the Recognition Rights granted herein, and the names "University of California, Los Angeles," "UCLA," and "Bruins" for any purpose; provided, however, that Company will have the right in perpetuity to retain materials featuring the UCLA Marks for historical, archival, and non-commercial purposes, and (2) UCLA will cease all use of the Company Marks; provided, however, that UCLA will have the right in perpetuity to retain materials featuring the Company Marks for historical, archival, and non-commercial purposes. Company shall take all necessary steps to assure that such materials are withdrawn from circulation or distribution to Company's customers and distributors as soon as possible. In the event of termination for any reason, UCLA shall have the right to retain any Supplied Products provided by Company prior to the date of termination.

## IX. CONFIDENTIALITY

This entire Agreement shall be considered a public record, subject to the requirements of the Law, including but not limited to, the California Public Records Act. Notwithstanding the foregoing, the Parties agree that (a) each party ("**Receiving Party**") has been furnished, or may be furnished or may otherwise have received or have had access to or will receive or have access to, information that relates to the other party's ("**Disclosing Party**") past, present, or future product lines, projects, research, development, inventions, computer processes, techniques, designs, patents, patent applications, copyrights, trademarks, trademark applications, programs and codes; the names, addresses, buying habits or practices of any of clients or customers; marketing methods, negotiations, programs and related data, or other written records used in the Disclosing Party's business; compensation paid to employees and independent contractors and other terms of their employment or contractual relationships; Team or Staff member information; game information, athletic programming or plans; Existing Agreements or confidential information shared concerning

third parties, or any other confidential or proprietary information of, about, or concerning the business of the Disclosing Party or its manner of operations (collectively, “**Confidential Information**”). As permitted by Law (including, but not limited to the California Public Records Act), the Receiving Party agrees to preserve and protect the confidentiality of the Confidential Information, including all verbal and physical forms thereof that are marked “Confidential” or which has been designated as such, in a writing, by the Disclosing Party to the Receiving Party within thirty (30) days of disclosure. The Receiving Party further agrees that, as permitted by Law, it will not at any time from three (3) years following disclosure by the Disclosing Party, disclose or disseminate the Confidential Information to any third party for any reason, without the prior written approval of the Disclosing Party. The Receiving Party agrees to disclose the Confidential Information only to those of its employees, agents and independent contractors (collectively “**Representatives**”) that need to know such Confidential Information in connection with this Agreement and who have agreed in writing to be bound by terms and conditions substantially similar to, and no less restrictive with respect to limitations on use and disclosure than, those of this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives (except that, pursuant to Regent Standing order 100.4(dd)(9), UCLA shall only be responsible for a breach by its employees and agents). The foregoing obligations of confidentiality shall not apply to any information which has become part of the public domain without any breach of this Agreement by the Receiving Party, or that becomes rightfully known to the Receiving Party without a confidentiality restriction from a source other than the Disclosing Party, or pursuant to a valid court order or subpoena issued by a court of competent jurisdiction, or as otherwise required by Law. The Receiving Party shall promptly notify the Disclosing Party of such order or subpoena. Within thirty (30) days after the Disclosing Party’s request, or immediately upon the termination or expiration of this Agreement, the Receiving Party shall return to the Disclosing Party (or confirm destruction of) all copies of the Confidential Information in tangible form. This Section shall survive the termination or expiration of this Agreement under all circumstances.

X. REPRESENTATIONS AND WARRANTIES

- A. UCLA hereby represents and warrants that: (i) it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and conditions and this Agreement constitutes a valid and binding agreement of UCLA, (ii) it is the sole owner of all the rights granted to Company hereunder and the grant of such rights will not violate the rights of any third party, (iii) it will avoid intentionally limiting, diminishing, or impairing such rights, (iv) subject to Section IV(A), it has made no conflicting agreements regarding the wearing or use by Coaches, Staff or the Teams during the Term of any products of the types defined herein as Supplied Products, and the Coaches and Staff have assured UCLA that they have made no such conflicting agreements, (v) the execution, delivery and performance of this Agreement will not violate any provision of any other agreement to which UCLA is a party or by which it is bound, and (vi) at all times during the Term it will act in compliance with Laws.
- B. Company hereby represents and warrants that: (i) it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and conditions and this Agreement constitutes a valid and binding agreement of

Company; (ii) it is the sole owner of all the rights granted to UCLA hereunder and the grant of such rights will not violate the rights of any third party, (iii) it will avoid intentionally limiting, diminishing, or impairing such rights, (iv) the execution, delivery and performance of this Agreement will not violate any provision of any other agreement to which Company is a party or by which it is bound, and (v) at all times during the Term it will act in compliance with Laws (including, but not limited to, its provision of Supplied Products to UCLA), and the Supplied Products will comply with Laws.

## XI. INDEMNIFICATION AND INSURANCE

- A. Company agrees to protect, indemnify and save harmless UCLA, its officers, employees, agents, and students, from and against any and all third party expenses (including reasonable attorneys' fees), damages, claims, suits, actions, judgments, costs or other liability whatsoever (including product liability), arising out of or in any way connected with (i) any claim or action for any injury to or death of any person or damage to property, arising out of or in any way connected to the wearing or use by any person of Supplied Products; (ii) UCLA's use of the Company Marks in accordance with this Agreement; and (iii) Company's breach of any representation, warranty, obligation, or covenant herein. The foregoing indemnity obligations shall be in proportion to and to the extent of Company's (or any UA Affiliate's (as defined below) or its/their respective employees') fault, negligent or intentional acts or omissions.
- B. UCLA agrees to protect, indemnify and save harmless Company, its subsidiaries and other affiliates, its distributors and licensees, and their respective directors, officers, employees, and agents from and against any and all third party expenses (including reasonable attorneys' fees), damages, claims, suits, actions, judgments, costs or other liability whatsoever, arising out of or in any way connected with (i) any claim or action for any injury to or death of any person or damage to property that occurs at any event at which a Team competes or otherwise participates that is caused, or alleged to be caused, by a member of a Team, a Coach or Staff member; (ii) Company's use of the UCLA Marks in accordance with this Agreement; and (iii) UCLA's breach of any representation, warranty, obligation, or covenant contained herein. The foregoing indemnity obligations shall be in proportion to and to the extent of UCLA's, its Team members', its Coaches', and its employees' fault negligent or intentional acts or omissions.
- C. With regard to any claim, action or threat thereof against one Party hereto for which the other may be liable in indemnity, the Party seeking indemnification hereunder shall forthwith notify the other Party who shall thereafter have the right, providing such other Party agrees it is liable for indemnity hereunder, to assume the defense and settlement of such claim or action with counsel of its choice. Thereafter, the indemnitee shall have the right to participate with co-counsel; however, the cost thereof shall not be included as an indemnification obligation hereunder. Any indemnification hereunder shall be contingent upon final court adjudication or the decision of another authority having appropriate jurisdiction, or settlement with the consent of both Parties, which consent shall not be unreasonably withheld.

D. In addition and not in limitation of the Company's indemnification provided above in Section XI(A), during the Term Company shall maintain in effect insurance for both bodily injury and property damage liability, including product liability, in per-occurrence limits of not less than One Million Dollars (\$1,000,000). Such policy(ies) shall include a blanket additional insured endorsement by written contract. Company shall also maintain excess liability insurance for both bodily injury and property damage liability, including product liability, with an aggregate limit of Ten Million Dollars (\$10,000,000). Upon request, Company shall furnish UCLA certificates of insurance together with the endorsements required herein.

## XII. USE OF NAME

In addition to requirements of Section IV(B), Company agrees that any use of the "University of California" name, UCLA Marks, or similar references to the University of California Los Angeles, its employees, programs and/or facilities, shall be subject to the prior written consent of The Regents of the University of California in accordance with the provisions of applicable Law, including but not limited to California Education Code Section 92000 and University of California policy. Notwithstanding the preceding sentence, approval by UCLA of any proposed uses by Company of the UCLA Marks shall be deemed approval by The Regents of the University of California. UCLA Marks are, and shall remain, UCLA's sole and exclusive property. Any and all rights under trademark and copyright law, and all other intellectual property rights, that arise as a result of the placement of UCLA Marks on the Sponsorship Materials referred to in this Agreement shall inure to UCLA's sole benefit.

UCLA may not use any Company Marks in any manner without Company's prior written consent. Company Marks are, and shall remain, Company's sole and exclusive property. Any and all rights under trademark and copyright law, and all other intellectual property rights, that arise as a result of the placement of Company Marks on the Sponsorship Materials referred to in this Agreement shall inure to Company's sole benefit.

## XIII. FORCE MAJEURE

Neither Party is liable for any breach of its obligations under this Agreement to the extent that the breach resulted from a Force Majeure Event provided that it:

- promptly notifies the other Party the nature and cause of the Force Majeure Event and details of how the Party is mitigating its losses in relation to the Force Majeure Event; and
- Takes all reasonable steps to work around, reduce, or mitigate the effects of the Force Majeure Event.

If a Force Majeure Event continues for more than one hundred (100) days, either Party may terminate this Agreement with immediate effect by written notice. Delays in delivery, whether resulting from a Force Majeure Event or otherwise, will not change Company's obligation to supply late items. UCLA reserves the right to acquire Supplied Products that are more than thirty (30) days late as a result of a Force Majeure Event from another supplier in accordance with Section II(C)(8) above, and Company will be responsible for all reasonable costs associated with acquiring any such items, which costs shall not be charged against that Contract Year's Annual Product Allowance.

XIV. PRIMARY CONTACTS

Each Party shall appoint a Primary Contact who will act as the Party's primary liaison to the other Party, for the purposes contemplated by this Agreement.

The Primary Contacts are:

1. For UCLA: Christopher Iacoi, who can be reached at (310) 206-6844.
2. For Company: Nick Carparelli, who can be reached at (410) 454-6793.

XV. NOTICES

Notices shall be in writing and may be delivered personally to a designated representative of the Party or sent by expedited mail using a nationally recognized overnight delivery service (such as UPS or Federal Express), and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Company:

Under Armour, Inc.  
1020 Hull Street  
Baltimore, MD 21230

Attn: Ryan Kuehl, Vice President, Sports Marketing (or his successor as designated by Company's General Counsel or Chief Marketing Officer)

With a copy to:

Under Armour, Inc.  
1020 Hull Street  
Baltimore, MD 21230  
Attn: Legal Department

If to UCLA:

Senior Associate Athletic Director  
Christopher Iacoi (or his successor, as designated by the UCLA Athletic Director)  
Morgan Center, 405 Hilgard Avenue  
Los Angeles, CA 90095-1639

With a copy to:

UCLA Office of Legal Affairs  
3148 Murphy Hall, Box 951405  
Los Angeles, CA 90095-1405



XVI. MISCELLANEOUS

- A. **Controlling Law.** This Agreement shall be construed under the laws of the State of California.
- B. **Waiver.** The failure to either Party hereto to exercise the rights granted it herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any additional such contingencies. No waiver, modification or addition to this Agreement shall be valid unless made in writing and signed by both Parties hereto.
- C. **Goodwill.** Company acknowledges the stature of the University of California, of which UCLA is a part, as an internationally renowned and respected institution of higher education, intercollegiate sports activities, research and public service, and agrees that it shall, in its activities under this Agreement, use best efforts to preserve, protect and enhance the reputation and prestige of the University of California and the value of the UCLA Marks.
- D. **Relationship of the Parties.** Nothing herein shall be construed so as to constitute UCLA and Company (or UCLA and any Company employee), as principal and agent, employer and employee, partners, fiduciaries or joint venturers; and neither Party shall have any authority to incur any debt or liability, or obligate or bind the other Party, nor be permitted to hold itself out as having such authority. Company employees who may work on the UCLA campus shall in no event be entitled to participate in, or to receive any benefits from, any of UCLA's benefit or welfare plans, specifically including, but not limited to, coverage under any such workers' compensation program. Company shall be solely responsible for the payment of all wages (or other compensation), federal and state income taxes, social security taxes, federal and state unemployment insurance and similar taxes, contributions or sums payable with respect to Company's employees. Company shall cause its employee(s) who work on the UCLA campus to sign written agreements stipulating that they are not UCLA employees, and have read and understood the foregoing.
- E. **Counterpart Execution.** This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be binding upon either Party until executed by an authorized officer thereof.
- F. **Entire Understanding.** This Agreement constitutes the entire understanding between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements between the Parties, whether written or oral.
- G. **Severability.** In the event any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall in no way affect the validity or enforceability of any other provision herein.
- H. **Assignment.** Neither Party may assign any of its rights, benefits or obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the


preceding sentence, UCLA acknowledges that although Under Armour, Inc. is the contracting party to this Agreement, the rights granted herein by UCLA are granted to Company, which Company may grant or sublicense to its affiliates, and their respective licensees, distributors, subsidiaries, affiliates, and successor companies (collectively, "UA Affiliates"); provided, however, that all UA Affiliates will be operated under Company's brand or will be in an exclusive relationship with Company, and Company will be responsible for all obligations set forth herein, as well as any breach of this Agreement by a UA Affiliate. Company will be permitted to freely assign a portion of its rights under this Agreement to a UA Affiliate, provided that such UA Affiliate has the capacity to meet all of Company's assigned obligations hereunder. Assignment of all of Company's rights to an UA Affiliate shall be subject to UCLA's discretion and approval, which shall not be unreasonably withheld.

- I. **Post-Season Event Products.** UCLA will use reasonable efforts to request that any post-season event products provided to the Teams, Coaches, or Staff be sanitized to remove the name, logos, or marks of any Third Party Sporting Company.
- J. **Section Headings.** Section headings herein are used solely for convenience and are not intended to be given any weight in the construction of this Agreement.

K. **Survival.** The provisions of Sections I, IV.B(3), IX, XI, and XIII - XVI of this Agreement shall survive the expiration or earlier termination of this Agreement.

The Parties, by their duly authorized representatives, have executed and delivered the Agreement effective as of the first day of the Term.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

By: 

Name: Dan Guerrero

Title: Director, UCLA Department of Intercollegiate Athletics

Date: 5/24/16


By: 

Name: Michael Beck

Title: Administrative Vice Chancellor

Date: 5/24/2016

**UNDER ARMOUR, INC.**

By: 

Name: Kevin Plank

Title: CEO

Date: 5 - 24 - 16

Exhibit A

Current UCLA/Easton Sports Inc. Agreements: baseball and softball bats, fielding gloves

Current UCLA/Wilson Agreements: ball bats

Current UCLA/TaylorMade Agreement: golf clubs, golf balls and other golf equipment, drivers, fairway metalwoods, irons, wedges, putters, golf bags, carry bags, travel covers, golf club travel bags, head covers

Current UCLA/Don Joy Orthopedic Agreement: off-the-shelf and custom bracing product categories

Current UCLA/Catapult Agreement: Team-wide athlete monitoring equipment

## Exhibit B

### EXCLUDED PRODUCTS:

- Excluded Products, Based on Existing Relationships with Companies:
  - Easton (All products listed for Easton on Exhibit A, as well as baseball and softball batting gloves, catchers' gear, batting helmets, player travel equipment bags (e.g., duffel or backpacks), wheeled equipment bags, and baseball camp t-shirts)
  - Wilson (All products listed for Wilson on Exhibit A, as well as footballs, basketballs, and volleyballs)
  - TaylorMade (All products listed for TaylorMade on Exhibit A)
  - DonJoy (All products listed for DonJoy on Exhibit A)
  - Catapult (All products listed for Catapult on Exhibit A)
  
- Additional Categories of Excluded Products, Based on Sport
  - Gymnastics: competition products
  - Golf (men and women): clubs, balls, rangefinders, towels), competition/travel golf equipment bags
  - Rowing: competition shoes
  - Tennis (men and women): racquets, balls
  - Water Polo (men and women): suits, robes, goggles, swim caps, competition balls, specialty towels
  - Swimming: suits, robes, goggles, swim caps, specialty towels
  - Football: helmets
  
- Other Excluded Products: ankle braces