

ORIGINAL

**Purchase Order**

Marshall University  
Purchasing & Materials Management  
400 Hal Greer Blvd.  
Huntington, WV 25755-4100  
Direct all inquiries regarding this order to: (304)

**Purchase Order #**

7036-980019

**To:****Vendor Code****Ship to:**

INTERNATIONAL SPORTS PROPERTIES  
INC.  
250 EXECUTIVE PARK BLVD  
WINSTON-SALEM NC 27113  
FEIN # 56 1774 026

N/A

Bldg.  
Room #

**THIS ORDER IS SUBJECT TO  
THE GENERAL TERMS AND  
CONDITIONS AS PRESENTED  
ON REVERSE SIDE HEREOF AND  
AS SET FORTH HEREIN.**

**WVFIMS Account #:**

4234-1998-0471-099-025

**P.O. Date****Buyer****Ship Via****F.O.B.****Terms****Contract #**

1/1/98

JB-6

**Item #****Quantity****Catalog #****Description****Page #****Unit Price****Extended Price****AGREEMENT**

This Agreement constitutes acceptance of contract made by and between  
**Marshall University**, on behalf of the Governing Board,  
and INTERNATIONAL SPORTS PROPERTIES INC

for MULTI-MEDIA RIGHTS PLAN FOR THE ATHLETIC  
DEPARTMENT OF MARSHALL UNIVERSITY

Services shall begin JANUARY 1, 1998 and extend  
through JUNE 2, 2003

All in accordance with the agreement attached hereto and made a part hereof.

Schedule of payment \$ \_\_\_\_\_ per \_\_\_\_\_.

Fee \$ \_\_\_\_\_

Travel Expense \$ \_\_\_\_\_

Other Expense \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

Approved As To Form this 2 day of March, 1998

Attorney General

By: Dawn E. Wayfield

Asst. Attorney General

**APPROVED FOR  
ONE FISCAL YEAR**

THIS AGREEMENT IS THE RESULT OF THE REQUEST OF PROPOSAL  
NO. 7036-970035 opened on June 5, 1997.  
THIS ORDER IS EXEMPT FROM ALL SALES TAX

LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER

Line No.	Fund	Area	Org.	Obj.	Sub. Obj.	Encumber Amount
1	4000	700	7036	5250		OPEN END
2						
3						
4						

**Total**

\*OPEN END

Mail Original Invoice and 1 Copy to:  
Marshall University Accounts Payable  
400 Hal Greer Blvd.  
Huntington, WV 25755-4300

**Total:**

OPEN END

\*THIS IS AN REVENUE AGREEMENT

Authorized Signature

Date

STATE OF WEST VIRGINIA)

AGREEMENT TO LICENSE  
MARSHALL UNIVERSITY  
ATHLETIC PROPERTIES

This LICENSE AGREEMENT is made and entered into the 12<sup>th</sup> day of February, 1998, between MARSHALL UNIVERSITY ("Marshall") and INTERNATIONAL SPORTS PROPERTIES, INC. ("Licensee"),

W I T N E S S:

Marshall is the owner of certain athletics properties and desires to grant the license for those properties;

Licensee desires to license those properties;

In consideration of the obligations and promises in this License Agreement, Marshall and Licensee agree as follows:

ARTICLE I. DEFINITIONS

1.01 "License" means the right to use the Licensed Properties to market, produce and manage advertising, sponsorships and certain merchandising opportunities in accordance with this License Agreement.

1.02 "Gross Collected Cash Revenue" means all collected cash revenues of Licensee that are received as a result of any exploitation of this License Agreement less all revenue received from the sale of centerhung scoreboard advertising in Henderson Center and the following expenses:

- (a) Any tickets purchased by Licensee from Marshall or for events in which Marshall team(s) participate, including, but not limited to bowl games, pre-season or post-season events or away games
- (b) Any cash payments to the Big Green Scholarship Foundation
- (c) At-event hospitality charges, as approved by both parties
- (d) Sales, use, privilege, business license, income or any other taxes arising from Licensee's exploitation of this License Agreement

- (e) Legal and accounting fees associated with Licensee's exploitation of this License Agreement
- (f) Advertising agency and third party sales commissions

These expenses may be deducted by Licensee prior to calculating the annual royalty as defined in paragraph 6.01. Exploitation of the license includes, without limitation, sales of advertising, sponsorships and certain merchandising opportunities.

1.03 "In-kind revenues" means all collected non-cash revenues of Licensee that are received as a result of any exploitation of this License Agreement. Exploitation of the license includes, without limitation, sales of advertising and sponsorships, as approved by the business manager, which approval will not be unreasonably withheld.

1.04 "Intolerable breach" means a breach of this License Agreement by either Licensee or Marshall which exposes the other party to immediate and irreparable harm of a material nature, such as a breach involving the intentional commission of illegal or immoral acts.

## ARTICLE II. LEGAL STATUS, AUTHORITY AND WARRANTY BY EACH PARTY

2.01 Marshall represents that it is a public educational institution and warrants that it is a member in good standing of the Mid-American Conference ("MAC"). Marshall further represents and warrants that it has the authority to enter into this agreement and that the affixed signature or signatures on this License Agreement are by representatives of Marshall who are duly authorized by Marshall.

2.02 Licensee represents that it is a duly organized North Carolina corporation in good standing and will be authorized to do business in the state of West Virginia. Licensee represents and warrants that this License Agreement is a valid act of the corporation and that the signatures affixed on this License Agreement are by officers duly authorized by the Licensee.

## ARTICLE III. TERM OF THE LICENSE AGREEMENT AND RENEWALS

3.01 The term of this License Agreement is from January 1, 1998 until June 30, 2003.

3.02 Between the period of July 1, 2001 and June 30, 2002, Marshall and Licensee agree to make reasonable and good faith efforts to negotiate either an extension of this License Agreement beyond the term defined in Paragraph 3.01, or a new License Agreement. Marshall and Licensee agree that this will be an exclusive period of negotiation and that Marshall will enter into no negotiations with any other parties or competitors to Licensee before or during this period. No request(s) for proposals or bids may be offered by Marshall before or during this period for the subject licensed properties.

#### ARTICLE IV. GRANT OF LICENSE

4.01 Marshall, as licensor, grants to Licensee the *exclusive worldwide license* to certain athletics properties of Marshall which are described in Exhibits A-M to this License Agreement. These properties are:

- (a) Marshall Sports Internet
- (b) Football game publication
- (c) Basketball game publication
- (d) Official sports periodical
- (e) Stadium advertising
- (f) Basketball arena advertising
- (g) At-event impact
- (h) At-event hospitality
- (i) Radio network: play-by-play, coaches call-in show and daily report
- (j) Television network play-by-play
- (k) Television coaches show
- (l) Miscellaneous advertising and sponsorship opportunities
- (m) Merchandising and licensing opportunities

4.02 Marshall grants to Licensee a non-exclusive license to use and publish the name, marks, symbols and photographs of Marshall in the exploitation of the license granted in 4.01, but only as expressly authorized by Marshall. As an example, Licensee may use the name *Marshall ISP Sports Network*, but Licensee will make it adequately evident to relevant third parties that the network is owned and operated by Licensee under a license granted by Marshall. Announcements or other appropriate notification (depending on the property involved) will be adequately made regarding all licensed properties in a manner that is reasonably required by Marshall.

## ARTICLE V. RELATIONSHIP OF THE PARTIES

5.01 Licensee is an independent business and is not an employee or agent of Marshall. Licensee will conduct the business of exploiting the license in such a manner as it determines advisable, and Marshall will not exert or attempt to exert any business control or supervision over Licensee with regard to the manner in which the business is conducted, nor will Marshall issue any detailed work orders or instructions. Marshall will not have the right to prescribe the number of hours that Licensee must devote to activities with respect to the license.

5.02 Licensee is an independent contractor and does not have the authority to obligate or bind Marshall in any manner. Licensee will take adequate precautions to inform all relevant third parties of its independent status. Licensee may use any of the logos or symbols of Marshall at no charge on letterhead, business cards, presentations, promotional merchandise and apparel with the consent of Marshall, which consent shall not be unreasonably withheld.

5.03 The athletics properties licensed under this License Agreement are the property of Marshall and the license does not transfer ownership to Licensee. Licensee's rights in the athletics properties are limited to those specifically granted under this License Agreement and any amendments hereto.

5.04 The grant of this license extends only to the use of the licensed properties in a manner which is reasonably expected to conform to the highest standards applicable to the conduct of intercollegiate athletics in the U.S.A., and in a manner which is reasonably expected to preserve and enhance the reputation of Marshall. Any use of the license which will embarrass or injure the reputation of Marshall, as reasonably determined by Marshall, is specifically excluded from the grant of license upon notification of Licensee in writing of Marshall's determination.

## ARTICLE VI. PAYMENT OF ROYALTY

6.01 If the Marshall football and men's basketball teams each win more than 50% of their respective games (as counted by the NCAA) in the previous License Agreement year, then Licensee will pay Marshall an annual royalty in the current License Agreement year equal to either the greater of 30% of gross collected cash revenue or the following guaranteed amounts (base amount, plus Olympic sports supplement) each year:

<u><b>Contract Year</b></u>	<u><b>Base Amount</b></u>	<u><b>Olympic Sports Supplement</b></u>	<u><b>Guaranteed Royalty</b></u>
1998-99	\$290,000.00	\$10,000.00	\$300,000.00
1999-2000	\$295,000.00	\$15,000.00	\$310,000.00
2000-01	\$300,000.00	\$20,000.00	\$320,000.00
2001-02	\$305,000.00	\$25,000.00	\$330,000.00
2002-03	\$315,000.00	\$25,000.00	\$340,000.00

If either the Marshall football or men's basketball teams win less than 50% of their respective games (as counted by the NCAA) in the previous License Agreement year, then Licensee will pay Marshall an annual royalty in the current License Agreement year equal to either the greater of 25% of gross collected cash revenue or the guaranteed amounts each year.

Payment of 50% of the annual royalty will be due on or before January 1 of each License Agreement year with the balance due on June 1 of each License Agreement year. Licensee will produce and provide quarterly financial reports to Marshall each License Agreement year, including semi-annual reports which accompany each royalty payment.

6.02 In addition, Licensee will compensate the Big Green Scholarship Foundation for the buyout of the current basketball centerhung scoreboard, payments to be made as follows:

<u><b>Contract Year</b></u>	<u><b>Contribution Amount</b></u>
1998-99	\$30,000.00
1999-2000	\$30,000.00
2000-01	\$30,000.00
2001-02	\$30,000.00
2002-03	\$30,000.00

If the centerhung scoreboard is no longer operational, or is removed or replaced by Marshall, then this paragraph 6.02 shall no longer be applicable.

If the centerhung scoreboard is replaced by Marshall with a new centerhung scoreboard, then Licensee will pay Marshall an annual royalty each License Agreement year equal to either the greater of 50% of net annual receipts from centerhung scoreboard advertising (gross collected cash revenue less advertising agency commissions, if applicable, and 15% sales commissions) or \$30,000.000.

Any payment(s) due to the Big Green Scholarship Foundation by Licensee will be made on or before June 30 of each License Agreement year. No revenue received from the sale of advertising on the centerhung scoreboard will be includible in the calculation of gross collected cash revenue or the annual royalty.

6.03 With respect to gross collected cash revenue received after June 30 for the previous License Agreement year, payment of any additional royalty that may be due under paragraph 6.01 will be payable by the 30th of the month following the month of collection.

6.04 Licensee may solicit **in-kind revenue** from exploitation of the license. In-kind revenue is not includible in the calculation of gross collected cash revenue or the annual royalty. Licensee and Marshall will split the total fair market value of in-kind revenue equally (50% to each party). Marshall is obligated to accept in-kind royalty as long as the type of in-kind royalty is satisfactory to Marshall in its reasonable determination. Marshall will provide to Licensee a written list of any in-kind royalty it would not deem acceptable prior to April 1 of each License Agreement year. Payment of in-kind royalty will be made within 30 days of receipt. Both parties agree that a priority will be to seek items for Olympic sports promotions.

## ARTICLE VII. ADDITIONAL CONSIDERATIONS

7.01 Each year, Marshall will provide to Licensee **275** complimentary football season tickets. These tickets will be for seats located in priority non-chairback seating areas of **Marshall Stadium**. All ticket locations will be assigned in even numbered increments. Marshall agrees to honor all sponsorship contracts which are assigned to Licensee that include chairback seats.

7.02 Each year, Marshall will provide to Licensee **250** complimentary basketball season tickets. These tickets will be for seats located in priority Prime B or G.A. section seating areas of **Henderson Center**. All ticket locations will be assigned in even numbered increments.

7.03.01 Licensee may purchase up to 200 additional priority football season tickets from Marshall, subject to availability. The cost for these season tickets will be 50% of the season ticket price assigned to the general non-chairback area(s) provided. The location of these tickets will be best available after Marshall assigns all Big Green, faculty, staff, student and general public purchased season tickets. Payment for additional football season tickets will be due by June 30 of each License Agreement year.

7.03.02 Licensee may purchase up to 200 additional basketball season tickets from Marshall, subject to availability. The cost for these season tickets will be 50% of the season ticket price assigned to the Prime B or G.A. section area(s) provided. The location of these tickets will be best available after Marshall assigns all Big Green, faculty, staff, student and general public purchased season tickets. Payment for additional basketball season tickets will be due by June 30 of each year.

7.04 Marshall will provide to Licensee 50 "VIP" parking passes for each home football and basketball game at no charge, as follows:

Football	12 West Lot passes 10 Maintenance Lot passes 28 Third Avenue Lot passes
Basketball	12 Third Avenue Lot passes 10 Maintenance Lot passes 28 West Lot passes

7.05 Marshall will provide Licensee with the opportunity to purchase up to 150 tickets each to the following events:

- (a) Mid-American Conference football championship game
- (b) Mid-American Conference men's basketball tournament
- (c) Any post-season bowl game in which the Marshall football team participates

In addition, Marshall will provide Licensee with the opportunity to purchase up to 20 tickets to any away football or men's basketball games in which it participates.

The seat locations of these tickets will be allocated as follows: Marshall will divide its allotment into groupings of 100 seats each, beginning with the best 100 seats and continuing to the worst 100 seats (exception: for events at Marshall Stadium, seating will begin with the best 100 non-chairback seats). Licensee will receive 10 tickets from each group of 100 until Licensee's total is reached. If the application of this process will not fulfill the distribution requirements of this paragraph 7.05, then the balance will be selected by Marshall at its discretion.



7.06 Marshall will provide to Licensee 12 working press credentials, 4 operations passes and 8 press parking passes for each home football game each year. In addition, Marshall will provide to Licensee 12 working press credentials, 4 operations passes and 8 press parking passes for each home basketball game each year. Marshall will also provide to Licensee 8 working press credentials and 4 press parking passes for each away football and basketball game (as available), and any pre-season or post-season games involving the football and men's basketball teams, subject to availability.

7.07 Marshall will provide Licensee transportation and accommodations with the official team party for up to 8 people for any pre-season, regular season and post-season football, men's basketball or women's basketball games broadcast by Licensee. These arrangements will be provided to Licensee at no charge and will be used exclusively for the radio and television broadcast crews and Licensee's staff or key clients.

7.08 Each License Agreement year, Marshall will provide to Licensee up to 75 complimentary individual tickets each to one football and one men's basketball game which Licensee and Marshall agree upon as "Network Affiliates and Advertiser's Day." If the parties cannot agree on a game for this purpose, Marshall will be obligated to designate a football game by July 1 and a basketball game by October 1 of each License Agreement year.

7.09 Marshall will provide Licensee with the opportunity to purchase up to the following ticket allotment(s) to any post-season basketball game following the MAC Tournament (i.e., NCAA or NIT tournaments) in which Marshall participates:

First and second rounds	20
Third and fourth rounds	40
Fifth and sixth rounds (including Final Four)	80

Marshall guarantees Licensee that at least 50% of these tickets shall be "prime" tickets as defined by the NCAA.

7.10 Marshall will provide to Licensee promotional materials, as reasonably requested by Licensee. Marshall will also afford timely invitations to athletic banquets and special events to Licensee sponsors. Marshall will further provide to Licensee athletic department vendor lists, university vendor lists, as available, and other opportunities which are otherwise available upon request.

7.11 Marshall will lease to Licensee 276 square feet of unrenovated space on the first floor of the Facilities Building at a rate of \$15.00 per square foot for a monthly cost of \$345.00. Lease amount will include utilities and custodial services.

Licensee will renovate the space for its exclusive use at its expense (furnishings not included). Plans for renovation and costs will be approved by the Senior Vice President for Operations and work will be monitored by the Office of Facilities Planning and Management.

All costs for renovation will be documented and at the conclusion of the renovations, presented to Marshall (Department of Athletics) for credit against the rental costs.

#### ARTICLE VIII. PERFORMANCE OF LICENSEE

8.01 Licensee will use its best efforts to exploit fully each and every licensed property identified in Exhibits A-M without exception. The parties acknowledge that the license to these properties is not severable among the properties.

8.02 If, during the term of this License Agreement, Licensee determines that its obligation to exploit one or more of the licensed properties will result in an unavoidable financial loss to Licensee, then Licensee may elect not to exploit the license for that property with prior consent of both parties, which consent will not be unreasonably withheld.

#### ARTICLE IX. CONTROLLING LAW

9.01 This License Agreement is governed by the laws of the State of West Virginia.

#### ARTICLE X. FAILURE TO OBJECT NOT A WAIVER

10.01 The failure of a party to object to or act upon a breach of this License Agreement by the other party is not a waiver of that breach or any future breach.

#### ARTICLE XI. LEGAL CONSIDERATION

11.01 If any of the provisions of this License Agreement are held to be invalid, illegal or unenforceable, the invalidity or unenforceability will not affect any other provision. This License Agreement will be construed as if the invalid, illegal or unenforceable provision had never been part of this License Agreement.

## ARTICLE XII. BREACH AND OPPORTUNITY TO CURE

12.01 Except with respect to an **intolerable breach**, if either party believes the other has failed to perform any of the material obligations of this License Agreement, that party will deliver a written notice of the failure to the other party and provide a reasonable opportunity of not less than 30 days to cure the default prior to declaring a default or seeking other remedy.

12.02 If either party commits an intolerable breach of this License Agreement, the other party may, in its sole discretion, declare this License Agreement to be breached and terminated without waiving any of its rights under this License Agreement.

## ARTICLE XIII. MATERIAL IMPAIRMENT TO FULFILLING CONTRACTUAL OBLIGATION

13.01 If, during the term of this License Agreement, Marshall is cited or sanctioned by the NCAA for violations, then Licensee may either terminate this License Agreement immediately by giving notice to Marshall of its intention to terminate, or reduce the annual royalty described in section 6.01 by an amount equal to the actual damages incurred by Licensee as a result of advertising and sponsorship clients refusing to participate or withdrawing their commitments because of the sanctions.

13.02 In the event of a major disaster or national emergency, (for example, declaration of war) which (1) necessitates the interruption or cancellation of a broadcast or telecast under the terms of this License Agreement, or which (2) materially impairs the ability of Licensee to exploit the license or collect revenue, the annual royalty will be adjusted equitably to reflect the impact of the interruption, cancellation or impairment on the total revenues for the year.

13.03 If Marshall reduces its commitment to the football program or no longer plays football at the Division I-A level as defined by the NCAA, then Licensee may terminate this License Agreement immediately by giving notice to Marshall of its intention to terminate.

13.04 If Marshall reduces its commitment to the men's basketball program or no longer plays men's basketball at the Division I-A level as defined by the NCAA, then Licensee may terminate this License Agreement immediately by giving notice to Marshall of its intention to terminate.

13.05 If Marshall ceases to be a member in good standing of the MAC, Licensee may terminate this License Agreement immediately by giving notice to Marshall of its intention to terminate. However, if Marshall terminates its membership in the MAC to immediately join another NCAA Division 1A conference, then this provision shall be deemed amended to include the new conference.

#### ARTICLE XIV. INSURANCE

14.01 Licensee will maintain insurance for its activities under this License Agreement. The insurance policy will name Marshall as an additional insured. The insurance will include coverage for, but not be limited to, damage arising as a result of personal injury, property damage, libel or slander. The policy and amount of coverage must be satisfactory to Marshall, subject to commercially reasonable availability of coverage and affordability. Licensee will furnish Marshall copies of the policy which require the insurance carrier to notify Marshall if the policy is discontinued.

#### ARTICLE XV. ASSIGNMENT AND SUB-LICENSES

15.01 This License Agreement is not assignable by either party, in whole or in part.

15.02 In the exploitation of the license, Licensee may utilize the services of outside or independent national, regional or local sales agencies. These agencies include, but are not limited to, Jefferson-Pilot Sports and Entertainment, Mid-American Conference marketing consortium, NCAA Properties, Dorna USA, Learfield Communications, and College Sports Publications. All net revenue produced by these agencies and received by licensee is includible in the calculation of gross collected cash revenue.

#### ARTICLE XVI. RIGHT TO INSPECT RECORDS OF LICENSEE

16.01 Marshall may inspect Licensee's financial records relative to the exploitation of the license by giving ten (10) business days written notice of its intention to do so. This must be done during Licensee's regular office hours. Licensee will make available during these inspections all relevant records with respect to the computation of royalty and gross collected cash revenue and in-kind revenue.

## ARTICLE XVII. NOTICES

17.01 All notices given under this License Agreement will be in writing and dispatched by registered or certified mail, return receipt requested, addressed to the party to be notified at its address set forth below. The notices will be given when received. Notice to Marshall and Licensee will be addressed as follows unless changed in writing by notice to the other party:

MARSHALL	Marshall University ATTN: Athletics Director P.O. Box 1360 Huntington, WV 25715
LICENSEE	International Sports Properties, Inc. ATTN: Benjamin C. Sutton, Jr. 250 Executive Park Boulevard, Suite 109 Winston-Salem, NC 27103

## ARTICLE XVIII. ENTIRE AGREEMENT

18.01 This License Agreement, including all exhibits, contains the entire agreement of the parties with respect to this matter. No representations have been made or relied on by either party, other than those expressly provided for. No agent, employee, or other representative of either party is empowered to alter any of its terms, unless done in writing and signed by an authorized officer or agent of the appropriate party.


IN WITNESS WHEREOF the parties have caused this License Agreement to be executed by their duly authorized representatives on the date first above written.

MARSHALL UNIVERSITY

by:  (SEAL)

title: Athletic Director

INTERNATIONAL SPORTS PROPERTIES, INC.

by:  President

Attest:   Secretary

(Corporate Seal)

## EXHIBIT A. MARSHALL SPORTS INTERNET

**1.01 Description of Property** An official Marshall sports internet website is to be jointly produced and managed by Licensee. The website will consist of a home page and will include editorial copy prepared daily by Marshall and advertising space sold by Licensee. Access to the website shall be at no charge to users.

**2.01 Rights Licensed** An exclusive license is granted to produce a Marshall sports internet website and sell advertising on the website in the form of company logos, banners and messages, and direct internet access ("hot links" as used in this exhibit) to other websites owned by cooperative vendors and advertisers.

### **3.01 Licensee Obligations**

3.01.01 Licensee will, with respect to the non-advertising space it produces, promote Marshall athletics and inform users of relevant issues appropriate to the Marshall athletic program.

3.01.02 Licensee is responsible for all costs and arrangements incidental to the production and maintenance of the website home page and advertising.

3.01.03 Licensee will create and develop hot links with cooperative college and professional sports, news service(s), and other relevant or appropriate internet websites.

**4.01 Marshall Obligations** Marshall is responsible for all costs and arrangements incidental to daily providing and maintaining editorial or promotional pages or material.

## EXHIBIT B. FOOTBALL GAME PUBLICATION

**1.01 Description of Property** An official Marshall football game publication is produced for each Marshall home football game. This publication may take the form of either a game program which may contain between 80-192 pages, or a game poster/rostercard. Issues are sold at Marshall home football games.

**2.01 Rights Licensed** An exclusive license is granted to produce and sell advertising in the publication. If the publication is in the form of a game program, no license is granted for the front cover and up to 48 left hand pages of the publication to which Marshall reserves all rights except that Licensee may place sponsor recognition on front covers in a size up to 3" wide by 2" tall. If the publication is in the form of a game poster/rostercard, no license is granted for the front cover, except that Licensee may place sponsor recognition on front covers in a size up to 3" wide by 2" tall. Subject to Marshall reservation of rights, Licensee controls the size of the publication. Licensee is responsible for soliciting and collecting all advertising and game sales receipts, which are included in gross collected cash revenues.

**3.01 Licensee Obligations** Licensee will make available for sale at Marshall home football games as many issues of this publication as it deems necessary. Licensee will be responsible for all costs and arrangements incidental to the production and sale of the publication. Upon request of Marshall, Licensee will provide up to 225 complimentary copies of each issue to Marshall prior to each home football game. Marshall may purchase additional copies at Licensee's cost by notifying Licensee on or before July 1 each year.

**4.01 Marshall Obligations** Marshall will produce and provide all editorial content and cooperate as reasonably requested by Licensee in facilitating the Licensee's exploitation of this property.



## EXHIBIT C. BASKETBALL GAME PUBLICATION

**1.01 Description of Property** An official Marshall men's basketball game publication is produced for the Marshall home men's basketball schedule. This publication may take the form of either a game program which may contain between 64-192 pages, or a game poster/rostercard. Issues are sold at Marshall home men's basketball games.

**2.01 Rights Licensed** An exclusive license is granted to produce and sell advertising in the publication. If the publication is in the form of a game program, no license is granted for the front cover and up to 48 left hand pages of the publication to which Marshall reserves all rights except that Licensee may place sponsor recognition on front covers in a size up to 3" wide by 2" tall. If the publication is in the form of a game poster/rostercard, no license is granted for the front cover, except that Licensee may place sponsor recognition on front covers in a size up to 3" wide by 2" tall. Subject to Marshall reservation of rights, Licensee controls the size of the publication. Licensee is responsible for soliciting and collecting all advertising and game sales receipts, which are included in gross collected cash revenues.

**3.01 Licensee Obligations** Licensee will make available for sale at Marshall home men's basketball games as many issues of this publication as it deems necessary. Licensee will be responsible for all costs and arrangements incidental to the production and sale of the publication. Upon request of Marshall, Licensee will provide up to 25 complimentary copies of each issue to Marshall prior to each home men's basketball game. Marshall may purchase additional copies at Licensee's cost by notifying Licensee on or before October 1 each year.

**4.01 Marshall Obligations** Marshall will produce and provide all editorial content and cooperate as reasonably requested by Licensee in facilitating the Licensee's exploitation of this property.

## EXHIBIT D. OFFICIAL SPORTS PERIODICAL

**1.01 Description of Property** An official Marshall sports publication will be produced up to 12 times per year. The publication will consist of editorial copy produced by Marshall and advertising space sold by Licensee. There will be an equal amount of editorial copy to advertising space sold by Licensee. Paid retail subscriptions may be solicited by Licensee. Marshall will provide "prospect mailing lists" such as alumni lists, Big Green lists and season ticket lists to Licensee for soliciting paid subscriptions.

**2.01 Rights Licensed** An exclusive license is granted to produce and sell advertising in this publication and to sell subscriptions to the general public.

### **3.01 Licensee Obligations**

- 3.01.01 Licensee will use best efforts to have the publication contain no less than 10 pages per issue.
- 3.01.02 Licensee will print a minimum of 8 and up to 12 issues annually.
- 3.01.03 Licensee will provide publication dates on July 1 of each License Agreement year.
- 3.01.04 Other than the production of editorial copy (including photography), Licensee is responsible for all costs and arrangements incidental to the production of the publication.
- 3.01.05 Licensee is responsible for soliciting all advertising sales, securing advertising copy, and collecting all advertising and subscription receipts.
- 3.01.06 Licensee will contribute a complimentary annual subscription to all Big Green Scholarship Foundation donors in the first License Agreement year (1998-99). Thereafter, Licensee will contribute complimentary annual subscriptions to all Big Green Scholarship Foundation donors that donate at the Green Buffalo level (currently \$250 per year) or greater each License Agreement year.

#### **4.01 Marshall Obligations**

- 4.01.01 Marshall will produce and provide all editorial content and cooperate as reasonably requested by Licensee in facilitating the Licensee's exploitation of this property.
- 4.01.02 Marshall will provide "prospect mailing lists" such as alumni lists, Big Green lists and season ticket lists to Licensee for soliciting paid subscriptions.
- 4.01.03 Marshall is responsible for all costs and arrangements incidental to mailing the publication (non-profit, second class mailing status is satisfactory).
- 4.01.04 Marshall will annually provide a gift acknowledgement to Licensee for its contribution of complimentary subscriptions as provided in item 3.01.06. In addition, Licensee will receive Big Green Scholarship Foundation points for this contribution. The amount of the contribution shall be based upon the retail annual subscription cost multiplied by the number of complimentary subscriptions provided.

## EXHIBIT E. STADIUM ADVERTISING

**1.01 Description of Property** Marshall owns several athletic facilities, stadiums, and athletic playing fields. Each has one or more locations under the control of Marshall which may be used for advertising purposes. The locations which are the subject of this license include all areas which are currently being used for advertising and any others which may subsequently be approved by Marshall.

Stadium advertising includes, but is not limited to, the following:

- (a) Current Marshall Stadium football scoreboard which features four sponsor displays and will be available for Licensee to sell beginning in License Agreement year 2002-03 (Licensee will give first right of refusal on scoreboard sponsorship packages to existing Marshall Stadium football scoreboard sponsors.)
- (b) Rotational signage that Licensee may install on the Marshall Stadium fieldhouse fascia
- (c) Play (possession) clocks at Marshall Stadium
- (d) Any new signage opportunities in and around Marshall Stadium concession areas, entries/exits, portal entries into seating areas, restrooms and press box base area
- (e) Messagecenter displays at Marshall events at Marshall Stadium
- (f) Public address announcements at Marshall events at Marshall Stadium
- (g) Plastic souvenir stadium cups and concession containers
- (h) Soccer stadium scoreboard
- (i) Other stadium and athletic facilities scoreboards, as approved
- (j) Messagecenter displays at other Marshall facilities, as available
- (k) Public address announcements at other Marshall facilities, as available
- (l) Branded vending opportunities
- (m) Temporary signage for special events, as approved by Marshall
- (n) Non-fixed or temporary concourse displays

**2.01 Rights Licensed** An exclusive license is granted to sell advertising at all locations designated in paragraph 1.01 of this exhibit.

### **3.01 Licensee Obligations**

- 3.01.01 Licensee is responsible for soliciting all advertising sales, securing advertising copy, and collecting all advertising receipts.
- 3.01.02 Licensee will not add new stadium advertisers in the following advertising categories: feminine hygiene, contraceptives, alcohol and tobacco, without Marshall's consent.

### **4.01 Marshall Obligations**

- 4.01.01 Marshall will be responsible for producing cups, operating, purchasing, installing and maintaining in good working order all stadium advertising equipment, such as scoreboards and messagecenters, except for rotational signage system, temporary signage and concourse displays which shall be installed and operated by Licensee. Marshall will also replace or repair any damaged advertising displays, and produce and install all advertising displays other than those noted.
- 4.01.02 Marshall will be responsible for the fulfillment of stadium advertising commitments at Marshall athletic events.
- 4.01.03 Marshall will not allow outside third parties to use Marshall marks in conjunction with advertising and sponsorship inventory not included in this License Agreement, but which might be produced by outside third parties for or around Marshall events in Marshall athletic facilities.

## EXHIBIT F. BASKETBALL ARENA ADVERTISING

**1.01 Description of Property** Cam Henderson Center ("Henderson") has various locations under the control of Marshall which may be used for advertising purposes. The location which is the subject of this license include all areas which are currently being used for advertising and any others which may subsequently be approved by Marshall.

Coliseum advertising includes, but is not limited to, the following:

- (a) Scorers' table advertising panels in Henderson (rotational or static)
- (b) Press row advertising panels in Henderson (rotational or static)
- (c) Baseline table advertising panels in Henderson (rotational or static)
- (d) Messagecenter displays at Marshall events at Henderson
- (e) Public address announcements at Marshall events at Henderson
- (f) Team bench chair backs
- (g) Henderson basketball goalposts padding
- (h) Henderson basketball backboard supports
- (i) Team entry tarpaulin covers
- (j) Playing surface logo opportunities, as approved by Marshall
- (k) Shot clock advertising panels
- (l) Concourse, lobby, restrooms and stairwell wall signage
- (m) Concourse and lobby displays
- (n) Temporary signage and displays for special events inside and/or outside Henderson
- (o) Centerhung scoreboard (see License Agreement paragraph 6.02)
- (p) Mezzanine or upper arena overhang fascia signage
- (q) Plastic souvenir stadium cups and concession containers
- (r) Seatback drink cup holder signage
- (s) Entry/exit portal/vomitory signage

**2.01 Rights Licensed** An exclusive license is granted to sell advertising at all locations designated in 1.01 of this exhibit.

### **3.01 Licensee Obligations**

**3.01.01** Licensee is responsible for soliciting all advertising sales, securing advertising copy, and collecting all advertising receipts.

- 3.01.02 Licensee will not add new coliseum advertisers in the following advertising categories: feminine hygiene, contraceptives, alcohol and tobacco, without Marshall's consent.

**4.01 Marshall Obligations**

- 4.01.01 Marshall will be responsible for producing items such as concession containers and cups, and operating, purchasing, installing and maintaining in good working order all coliseum advertising equipment, such as scoreboards, scorer's tables, press row tables and messagecenters, except for rotational signage system, temporary signage (including team bench chair back covers, goal post pad covers and team entry tarpaulin covers) and concourse and lobby signage and displays which shall be installed and operated by Licensee. Marshall will also replace or repair any damaged advertising displays, and produce and install all advertising displays other than those noted.
- 4.01.02 Marshall will be responsible for the fulfillment of Licensee's coliseum advertising commitments at Marshall athletic events.
- 4.01.03 Marshall will not allow outside third parties to use Marshall marks in conjunction with advertising and sponsorship inventory not included in this License Agreement, but which might be produced by outside third parties for or around Marshall events in Henderson.

## EXHIBIT G. AT-EVENT IMPACT

**1.01 Description of Property** Various events and special promotions are conducted each year on a per event basis for the purpose of promoting Marshall athletics and associated corporate sponsors solicited by Licensee. These events, by their nature, are subject to circumstances which arise from time to time and cannot be completely defined in advance. Examples of at-event impact sponsorship opportunities include, but are not limited to, the following:

- (a) Product displays
- (b) Temporary signage
- (c) Sampling, couponing and free product distribution to fans attending Marshall events
- (d) Title sponsorships of Marshall events
- (e) Presenting sponsorships of Marshall events
- (f) Pregame, postgame, halftime and timeout in-arena/stadium, on-court/field promotions, contests, mascot appearances, corporate recognition/presentations, and/or giveaways
- (g) Marketing research collection
- (h) Ancillary entertainment opportunities such as halftime shows, national anthem performers, etc.
- (i) Varsity team tournaments and special events

**2.01 Rights Licensed** An exclusive license is granted to produce and sell at-event impact sponsorship opportunities as those opportunities arise. Marshall must approve any new at-event impact opportunities not described in paragraph 1.01 above.

**3.01 Licensee Obligations** Licensee will not add new at-event advertisers in the following advertising categories: feminine hygiene, contraceptives, alcohol and tobacco, without Marshall's consent.

### **4.01 Marshall Obligations**

- 4.01.01 Marshall will cooperate as reasonably requested by Licensee in facilitating the Licensee's exploitation of this property.
- 4.01.02 Marshall will be responsible for the fulfillment of Licensee's at-event impact advertising commitments at Marshall athletic events.



**4.01.03** Marshall will not allow outside third parties to use Marshall events in conjunction with advertising and sponsorship inventory not included in this License Agreement, but which might be produced by outside third parties for or around Marshall events.

## EXHIBIT H. AT-EVENT HOSPITALITY

**1.01 Description of Property** Certain facilities may be used by Licensee for the enjoyment and entertainment of customers who wish to participate in an organized social event in conjunction with Marshall events. These facilities include, but are not limited to, the following:

- (a) A designated football pre-game hospitality area, adjacent to Marshall Stadium.
- (b) Use of a box suite in Marshall Stadium. Licensee shall have non-exclusive use of the athletic director's box suite at each home Marshall football game.
- (c) Marshall Stadium Big Green room, which is a defined area in the Marshall Stadium press box which may be used by Licensee. Licensee may schedule use of this facility three (3) months prior to its need and will receive priority over non-Marshall groups.

**2.01 Rights Licensed** An exclusive license is granted to market and conduct at-event hospitality events at the locations described in paragraph 1.01.

**3.01 Licensee Obligations** Licensee will market at-event hospitality opportunities to corporations and groups for certain Marshall events.

### **4.01 Marshall Obligations**

- 4.01.01 Marshall will furnish to Licensee athletic event tickets, as needed and requested by Licensee, for participants in at-event hospitality activities. With the exception of box suite tickets which shall be at no charge, Marshall will sell the tickets for these participants to Licensee at either half price or the best available group rate offered by Marshall, whichever is less.
- 4.01.02 Marshall will furnish to Licensee parking passes, as needed and requested by Licensee, for participants in at-event hospitality activities. Licensee shall be entitled to no more than one parking pass for every four tickets purchased as defined in paragraph 4.01.01.

- 4.01.03 Marshall will furnish to Licensee at no charge an area adjacent to Marshall Stadium and the associated facilities which are necessary for its activities with respect to this property, including, but not limited to, electric service, trash containers and removal, and groundskeeping services.
- 4.01.04 Marshall will furnish to Licensee 6 tickets per regular season home football game at no charge in the athletic director's box suite in Marshall Stadium. In addition, Marshall will furnish to Licensee 6 tickets per post-season home football game at no charge in the athletic director's box suite in Marshall Stadium, subject to availability.
- 4.01.05 From time to time, and as available, Marshall will furnish to Licensee at no charge the Big Green room and the associated facilities which are necessary for its activities with respect to this property, including, but not limited to restrooms and food storage/preparation area. Licensee shall be responsible for all costs associated with activities it conducts in this facility including staffing, catering (required utilization of the on-campus food/catering service), and cleaning.

EXHIBIT I. RADIO NETWORK: PLAY-BY-PLAY, COACHES  
CALL-IN SHOW AND DAILY REPORT

1.01            **Description of Property**    Marshall owns the right to broadcast radio transmissions of its athletic contests. This has customarily been done for football and men's basketball. Additionally, the network may carry programs weekly and daily featuring coaches of these sports and other program guests. The purpose of the Network is to provide regional radio coverage of these athletic events and shows, to promote Marshall athletics, and to realize advertising revenue.

2.01            **Rights Licensed**                            An exclusive license is granted:

- (a)    To broadcast, market, produce and distribute on radio regular season and post-season football and men's basketball games (including MAC Championship, Motor City Bowl and/or any other post-season event in which Marshall participates), and selected women's basketball games played by Marshall varsity athletic teams ("games" as used in this exhibit). "Exclusive" for the purposes of this property, means that no individual radio stations or other networks, with the exception of the student radio station (WMUL), will be authorized by Marshall to broadcast live reports of games, except as otherwise provided in this exhibit, and that no individual radio stations or other networks may sell advertising associated with any Marshall broadcast without the express written permission of Licensee. It does not prohibit ordinary press coverage. It does not include television coverage. "Selected" for the purposes of this property, means that Licensee will make reasonable and good faith efforts to broadcast, market and produce a minimum of six (6) game broadcasts per women's basketball season covered by this License Agreement. Priority will be given to MAC games. Coverage of women's basketball games will be dictated by Licensee's ability to gain station clearance(s) for such broadcasts.
- (b)    To provide Licensee's audio coverage to any television broadcaster licensed by Marshall which wishes to purchase the coverage from Licensee.
- (c)    To broadcast, market, produce and distribute on radio a weekly call-in radio show for twenty-six or more weeks. This show will include, but not be limited to, regular appearances by the head football coach, head basketball coach, other coaches, athletic director, players or staff as requested by Licensee.

- (d) To broadcast, market, produce and distribute on radio a daily pre-recorded radio show for up to 180 days. This show may include, but is not limited to, guest appearances by the head football coach, head basketball coach, athletic director, players or staff.

**2.02 Terms and conditions governing this property are:**

- 2.02.01 The license applies only to radio broadcast rights which Marshall owns and has the right to license. No agreement is made with regard to rights of other teams or third parties. The license for this property is limited to Marshall's individual rights to its own games which are not included in any other arrangement or package.
- 2.02.02 Licensee has the exclusive right to all advertising contained within these broadcasts, and will determine, subject to the program format required, the amount of advertising. Licensee may determine the location of the show's origin.
- 2.02.03 Licensee has the exclusive right to distribute these broadcasts via pay-to-listen service(s) and via computer transmission(s) such as the worldwide web and internet service(s).

**3.03 Licensee Obligations**

- 3.03.01 Licensee will operate the Network, to be known as the *Marshall ISP Sports Network*, and make reasonable and good faith efforts to broadcast all of the aforementioned programming. Licensee will work diligently to provide coverage throughout the state of West Virginia, the mid-Atlantic and Ohio Valley regions, and any other areas in which there is listener interest in the games.
- 3.03.02 Licensee insures the technical quality of the broadcast will be guaranteed by the use of either or both digital fiber optic telephone lines or satellite transmission.

3.03.03 The program format of the game broadcasts will include the following:

3.03.03.01 Pre-game programming, which may include a tailgate show (during football season only), starting line-ups and interviews with players and coaches from Marshall and the opposing team, with emphasis on Marshall.

3.03.03.02 There will be a pre-game Coach's Show, up to fifteen minutes in duration, with head football and men's basketball coaches in their respective seasons. Marshall agrees to secure the services of the head football and men's basketball coaches for such. Marshall and Licensee agree that any compensation for such services will be the responsibility of Marshall.

3.03.03.03 The broadcast personnel for football and basketball will include a play-by-play announcer, a color commentator or analyst, a producer and/or engineer and statistician in the broadcast booth. Coverage of football games may also include an additional field announcer providing broadcast from the sidelines by wireless microphone or other suitable device. In addition, Licensee may provide a studio host and an on-site host for special segments such as a tailgate show. (These are known as the "broadcast crew.")

3.03.03.04 Pre-recorded player interview features will be inserted at appropriate places in the game coverage to provide additional color. Licensee will prepare and provide the features.

3.03.04 Licensee will make available to Marshall without charge and upon request, halftime coverage, as available and allowable under Federal Communications Commission regulations and flagship and affiliate agreements, which Marshall may use for its own promotions. Licensee will assist Marshall with production of such.

- 3.03.05 Halftime coverage will include a scoreboard show with particular attention to schools of interest within the network area and future Marshall opponents.
- 3.03.06 There will be a post-game show which will include game highlights with taped replay, live interviews from locker and/or media rooms, and an updated scoreboard show.
- 3.03.07 No person will serve as a member of the broadcast crew without prior and continuing approval of Marshall.
- 3.03.08 Upon request, Licensee will provide to Marshall one (1) copy of any broadcast covered by this exhibit.

#### **4.01 Marshall Obligations**

- 4.01.01 Marshall will provide to Licensee broadcast booth space for all games at no charge. In addition, Marshall will provide to Licensee all equipment owned by Marshall that is currently used for broadcast production. Marshall will also provide a designated area for staging and sound system for pre-game tailgate shows at each home football game, if applicable.
- 4.01.02 Marshall will arrange regular appearances by the head football and head men's basketball coaches for the radio shows. Payment for these appearances will be the responsibility of Marshall.
- 4.01.03 Marshall will publicize the radio network by including programming schedule(s), affiliate list and pertinent information in its regular schedule of press releases and university publications.

## EXHIBIT J. TELEVISION NETWORK PLAY-BY-PLAY

1.01            **Description of Property**     Marshall owns the right to broadcast on television certain games featuring its football and men's basketball teams ("television network").

2.01            **Rights Licensed**                    An exclusive license is granted to produce and broadcast Marshall football and men's basketball games.

3.01            **Licensee Obligations**            Licensee will make reasonable, good faith efforts to telecast or arrange for telecast a minimum of six (6) regular season football games and five (5) regular season men's basketball games per License Agreement year. For purposes of this paragraph, this minimum requirement includes those games selected by a national or regional sports syndicator, and those games produced and syndicated by Licensee or its designee. It does not include game(s) that are selected for the MAC football television "Game of the Week" package. In addition, Licensee will make reasonable, good faith efforts to obtain coverage in the Huntington, West Virginia market, and to provide a closed circuit feed of home football games which it telecasts to the Marshall Stadium press tower for Marshall's use in its private box suites. Licensee will also attempt to distribute the telecasts in the Charleston, West Virginia market, and in as many other eastern, mid-Atlantic and Ohio Valley markets, via cable systems and local over-the-air stations as possible. Licensee is not responsible for any payments for the syndication of the telecasts. The complete implementation of this Exhibit J. is contingent upon Licensee's ability to secure an accommodation consistent with the current Fox Sports Pittsburgh agreement (two to four appearances per year). Marshall agrees to make reasonable, good faith efforts to assist Licensee in securing a number of television appearances consistent with the current Fox Sports Pittsburgh agreement.

### 4.01            **Marshall Obligations**

4.01.01        Marshall will provide to Licensee broadcast booth and camera space for all games at no charge. In addition, Marshall will provide to Licensee all equipment owned by Marshall that is currently used for broadcast production.

4.01.02        Marshall will arrange regular appearances by the head football and head men's basketball coaches for the television broadcasts. Payment for these appearances will be the responsibility of Marshall.



4.01.03 Marshall will publicize the television network by including programming schedule(s), affiliate list and pertinent information in its regular schedule of press releases and university publications.

5.01           **Special Terms**            Licensee has the right to program up to forty minutes of advertising inventory per television network broadcast and to sell all advertising inventory for each of the television network broadcasts.

## EXHIBIT K. TELEVISION COACHES SHOW

1.01           **Description of Property**     Marshall owns the right to broadcast television programs about itself including those featuring its head football and men's basketball coaches, highlights of recent games and stories of interest to Marshall fans ("television show").

2.01           **Rights Licensed**           An exclusive license is granted to produce and broadcast a weekly television show for football and men's basketball. The production of the television shows will include up to thirteen (13) regular season shows for football, including a post-season show if the football team participates in a post-season game, and up to thirteen (13) regular season shows for men's basketball, including a post-season show if the basketball team participates in either the NCAA or NIT post-season tournaments. The parties agree to negotiate terms for any additional show(s) above twenty-six (26) total shows that Licensee may desire to produce.

3.01           **Licensee Obligations**     Licensee insures that the respective shows will be telecast in the Huntington, West Virginia market. Licensee will use best efforts to distribute the television shows for telecast in as many other eastern, mid-Atlantic and Ohio Valley markets, via cable systems and local over-the-air stations. Licensee is not responsible for any payments for the syndication of the television shows in other markets.

4.01           **Marshall Obligations**     Marshall will secure the weekly participation during their respective seasons of the head football and head men's basketball coaches. Marshall and Licensee agree that any compensation for such appearances will be the sole responsibility of Marshall. The coaches scroll will be the responsibility of the head football and head men's basketball coaches.

5.01           **Special Terms**           Licensee has the right to program up to eight and one-half minutes of advertising inventory per twenty-eight and one-half minute show and to sell all advertising inventory for each of the television shows.

## EXHIBIT L. MISCELLANEOUS ADVERTISING AND SPONSORSHIP OPPORTUNITIES

**1.01 Description of Property** Marshall owns the right to sell advertising around various miscellaneous items which have a primary purpose other than advertising. These items present advertising opportunities which are utilized from time to time.

**2.01 Rights Licensed** An exclusive license is granted to sell advertising for all items which are currently being utilized as stated in the description of the property and any others which are currently being produced by Marshall or may subsequently be created, approved and produced by Marshall.

These items include, but are not limited to, the following:

- (a) Varsity athletic teams' schedule cards
- (b) Varsity athletic teams' posters
- (c) Varsity athletic ticket backs
- (d) Varsity athletic teams' roster cards
- (e) Varsity athletic teams' media guides
- (f) Ticket mailer inserts
- (g) Athletic ticket envelopes
- (h) Ball boy uniform sponsorship
- (i) Marshall Kids Club
- (j) Stadium pouring rights when current contract expires, with the consent of Marshall
- (k) Sideline/courtside presence sponsorships (e.g., cups, coolers, towels, squeeze bottles)
- (l) Isotonic beverage rights
- (m) Exclusive varsity athletic apparel rights, as approved by Marshall
- (n) Exclusive varsity athletic shoe rights, as approved by Marshall
- (o) Official (advertising category exclusive) sponsorships

**3.01 Licensee Obligations** Licensee will not add new miscellaneous sponsors in the following advertising categories: feminine hygiene and contraceptives, without Marshall's consent. Licensee will be responsible for producing or providing ticket mailer inserts, ball boy uniforms, and sideline/courtside presence sponsorship inventory (e.g., team cups, coolers, towels and squeeze bottles).

**4.01 Marshall Obligations** Marshall will bear the cost of production, distribution and/or implementation of each of the miscellaneous advertising and sponsorship opportunities, except for those items defined in paragraph 3.01 of this exhibit.

## EXHIBIT M. MERCHANDISING AND LICENSING OPPORTUNITIES

**1.01 Description of Property** Marshall owns the right to license its registered marks and sell merchandise featuring its marks. Licensee may create merchandising opportunities as defined herein.

### **2.01 Rights Licensed**

**2.01.01** A non-exclusive license is granted to Licensee to use registered Marshall service marks and trademarks on items which are sold and marketed by Licensee or its agents and/or assigns. This license includes those opportunities defined in the description of this property and any others which may subsequently be created by Licensee and approved by Marshall.

These items include, but are not limited to, the following:

- (a) Annuities and financial products
- (b) Affinity long distance debit products
- (c) Affinity credit and debit card products
- (d) Soft goods and apparel
- (e) Special novelty items
- (f) Football, men's basketball and other sports highlight videos, CD rom presentation(s) and game(s)

**2.01.02** In addition, Licensee will manage all at-event merchandising opportunities in Marshall Stadium and Henderson Center. Licensee (or its agent) is responsible for selecting all at-event merchandise marketed for sale, soliciting all at-event merchandising sales, and collecting all at-event merchandising sales receipts.

2.01.03 Licensee will work closely with Marshall's licensing office and licensing agent (currently The Collegiate Licensing Company) to create promotional and retail licensing opportunities.

3.01 **Licensee Obligations** Licensee will make good faith efforts to present only high quality items for sale. Licensee will bear responsibility for inventory selection and purchase.

4.01 **Marshall Obligations** Marshall will allow Licensee to use its registered service marks and trademarks at the current royalties set by the Collegiate Licensing Company (CLC) for merchandise Licensee produces and sells. Net revenue (gross receipts less royalties and licensing fees, merchandise cost, seller's commissions, and sales tax) from Licensee's merchandise sales will be includible in the calculation of the annual royalty.

## ADDENDUM ONE. FOOTBALL STADIUM CONCESSION AREA SIGNAGE

**1.01 Description of Property** Marshall owns four existing concession area sign displays.

**2.01 Rights Licensed** An exclusive license is granted to sell advertising at all locations designated in paragraph 1.01 of this exhibit.

### **3.01 Licensee Obligations**

3.01.01 Licensee is responsible for soliciting all advertising sales, securing advertising copy, and collecting all advertising receipts.

3.01.02 Licensee will not add new stadium advertisers in the following advertising categories: feminine hygiene, contraceptives, alcohol and tobacco, without Marshall's consent.

### **4.01 Marshall Obligations**

4.01.01 Marshall will be responsible for producing, operating, purchasing, installing and maintaining in good working order all stadium concession area advertising equipment. Marshall will also replace or repair any damaged advertising displays, and produce and install all advertising displays other than those noted.

4.01.02 Marshall will be responsible for the fulfillment of stadium concession area advertising commitments at Marshall athletic events.

4.01.03 Marshall will not allow outside third parties to use Marshall marks in conjunction with advertising and sponsorship inventory not included in this License Agreement, but which might be produced by outside third parties for or around Marshall events in Marshall athletic facilities.

5.01            **Additional Considerations**            All revenue derived from the sale of existing Marshall Stadium concession area signage will be split as follows:

<u>License Agreement Year</u>	<u>Marshall</u>	<u>ISP</u>
1998-99	85%	15%
1999-2000	75%	25%
2000-01	65%	35%
2001-02	50%	50%
2002-03	50%	50%

Revenue derived from the sale of existing Marshall Stadium concession area signage is not includible in gross collected cash revenue.



## ADDENDUM TWO. CONTRIBUTION

1.01 Licensee will contribute  
\$2,500.00 each License Agreement year to the Big Green Scholarship Foundation.

# WEST VIRGINIA BOARD OF TRUSTEES

## PURCHASING CONTINUATION SHEET

Vendor: \_\_\_\_\_ Page # \_\_\_\_\_ P.O. no. \_\_\_\_\_

**LIFE OF CONTRACT:** This contract becomes effective on 1/1/98 and extends for a period of 1 YEAR or until such reasonable time thereafter as is necessary to obtain a new contract. Such "reasonable time" shall not exceed twelve (12) months upon expiration of one (1) year from the effective date of this contract by giving the Chief Procurement Officer thirty (30) days written notice.

**RENEWAL:** This contract may be renewed upon mutual written consent, submitted to the Chief Procurement Officer thirty (30) days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to four (4) successive one (1) year periods.

**CANCELLATION:** The Chief Procurement Officer reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform with the specifications of the bid and contract herein.

**OPEN MARKET CLAUSE:** The Chief Procurement Officer may authorize a spending unit to purchase in the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

**TIME:** Time consumed in delivery or performance is of the essence.

**FUNDING PARAGRAPH:** Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

**INTEREST:** Should this contract include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest charges are deleted.

**CONTRACT PRICING:** Unless otherwise allowed by the Director of Purchasing, price increases will be approved only at the beginning of each renewal period. All adjustments will be made in dollars, not per cent. Requests for price increases must be received in writing by the Director at least thirty (30) days in advance of the effective date. Vendors may add products throughout the term of this contract when it is in the best interest of the University. The Director at Marshall University will determine which products will be added. Price decreases will be "passed through" to Marshall University and the other higher education institutions whenever they become effective.

## AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:  
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: MARSHALL UNIVERSITY  
Signed: William J. Shandel  
Title: DIRECTOR OF PURCHASING AND MATERIALS MGMT.  
Date: 2/24/98

Company Name: International Sports Properties, Inc.  
Signed: BC Agy  
Title: President  
Date: 02/17/98