

Purchase Change Request



Marshall University
Office of Purchasing
One John Marshall Drive
Huntington, WV 25755-4100

Order #
7036-980019

FY
10/11

Buyer
JB

Date
11/22/2010

Account
Various

P.O. Date
01/01/98

Contract
7036-980019

Document

- ☐ Requisition (Cancellation only)
- ☐ Regular Purchase Order
- ☐ Contract Purchase Order
- ☐ Open End Contract Purchase
- ☐ Agreement

Document Action

- ☐ Cancellation
- ☐ Increase/Decrease
- ☐ Unused Balance
- ☐ Freight
- ☐ Renewal
- ☐ Extension Error
- ☐ Error in Total Amount
- ☐ Change of Account
- ☐ Change of Vendor Name/Address
- ☐ Other

Vendor Name, Address, Phone #, etc.

Vendor Code

BOT/BOD Unit Name & Address

Marshall University
Office of Purchasing
One John Marshall Drive
Huntington, WV 25755-4100

ISP Sports
140 Club Oaks Court
Winston Salem NC 27104

Ph# 336-768-3400

FEIN# 56 1774026

Item#	Quantity	Description of Change	Unit Price	Extended Price
		<p style="text-align: center;">Change Order # <u>8</u></p> <p>To amend agreement 7036-980019 between Marshall University and ISP Sports. A new License Agreement effective July 1, 2010, which supersedes all previous multimedia rights agreements, amendments, letters of agreement and addendums.</p> <p>Agreement Period: July 1, 2010 – June 30, 2021</p> <p>This is a revenue agreement.</p>		

Reason for Change:

Revised agreement attached.

Previous Total	\$	Open End
Increase	\$	
Decrease	\$	
New Total	\$	Open End

Approved:

Authorized Signature

Charles H. Racer

11/22/10

Date

N/A

Attorney General if required

Date

AGREEMENT TO LICENSE MARSHALL ATHLETIC PROPERTIES

This LICENSE AGREEMENT (this "Agreement") is made and entered into the 1st day of July 2010, by and between MARSHALL UNIVERSITY ("Marshall") and the MARSHALL ISP SPORTS NETWORK, LLC, ("Licensee"), a subsidiary of ISP Sports, LLC.

WITNESS:

WHEREAS, Marshall and Licensee previously entered into an Agreement to License Marshall University Athletic Properties on January 1, 2001, defining the rights and responsibilities of Marshall and Licensee with regard to the agency and management of Marshall's multi-media rights; and

WHEREAS, Marshall and Licensee subsequently added a first addendum (Video Display Joint Venture for Marshall Stadium) to the License Agreement effective at the beginning of the 2001/02 License Agreement Year; and

WHEREAS, Marshall and Licensee subsequently added a second addendum (Henderson Center Videoboard) to the License Agreement on September 16, 2003; and

WHEREAS, Marshall and Licensee subsequently entered into an Amendment to the License Agreement on March 1, 2005; and

WHEREAS, Marshall and Licensee subsequently added a third addendum (Marshall vs. West Virginia Football Game) to the License Agreement effective at the beginning of the 2006/07 License Agreement Year; and

WHEREAS, Marshall and Licensee subsequently added a fourth addendum (Shewey Building and Edwards Stadium Signage) to the License Agreement effective at the beginning of the 2007/08 License Agreement Year; and

WHEREAS, Marshall and Licensee subsequently entered into a Letter of Agreement related to the purchase of a Third Avenue Marquee and LED Pro-tables at the Cam Henderson Center on September 3, 2008.

NOW, THEREFORE, in consideration of the obligations and promises in this License Agreement and other valuable consideration, Marshall and Licensee agree to a new License Agreement effective July 1, 2010, which supersedes all previous multimedia rights agreements, amendments, letters of agreement and addendums between Marshall and Licensee, as follows:

ARTICLE I -- DEFINITIONS

1.01 "License" means the right to use the Licensed Properties in accordance with this License Agreement.

1.02 "Gross Collected Cash Revenue(s)" or "GCCR" means all collected cash revenues that are received by Licensee as a result of any exploitation of this License Agreement less the following expenses:

- (a) Clearance fees paid by Licensee to radio and/or television stations (excluding radio flagship agreement) or any broadcast network or media as consideration for airing programming associated with the Licensed Properties;
- (b) At-event hospitality charges incurred by Licensee in the promotion of Marshall or the Licensee;
- (c) Season, individual, conference tournament, pre-season and post-season game tickets for events in which Marshall is invited, for tickets purchased or obtained by Licensee, including the cost of the tickets required to be purchased by Licensee pursuant to this Agreement;

- (d) Big Green membership(s) fee(s) collected on behalf of Marshall and paid by Licensee to Marshall;
- (e) Any payment(s) made to Marshall in the performance of this License Agreement in exchange for goods and services that are used in the exploitation or promotion of the Licensed Properties;
- (f) Advertising agency and third party sales commissions incurred in connection with the Licensed Properties;
- (g) Any additional broadcast rights fees paid by Licensee for programming it is required by Marshall to produce and distribute (e.g. NCAA Tournament, NIT, Coaches vs. Cancer Classic, college bowl games, etc.);
- (h) Any performance bonuses paid to Marshall by Licensee;
- (i) Legal and accounting (including audit) fees required by Marshall or pursuant to a specific Marshall sponsor agreement;
- (j) With Marshall's prior approval, any talent or personal service contract fee(s) paid to full-time employee(s) of Marshall for services rendered to Licensee in connection with the exploitation or promotion of the Licensed Properties; and,
- (k) Sales taxes incurred by Licensee in connection with this Agreement and the exploitation or promotion of the Licensed Properties.

These expenses may be deducted by Licensee prior to calculating the annual royalty as defined in provision 4.01(b).

1.03 "Trade" means all collected non-cash consideration that is received by Licensee as a result of any exploitation of this License Agreement.

1.04 "Licensed Properties" means all of the rights and licenses Marshall has licensed to Licensee pursuant to this Agreement, as further defined in Article II and the attached Exhibits.

1.05 "License Agreement Year" means the twelve month period beginning on July 1, 2010, and each anniversary thereof, during the term of this License Agreement.

1.06 "Conference" means the athletic conference that Marshall's football and basketball teams are affiliated with for regular season athletic events.

ARTICLE II -- GRANT OF LICENSE

2.01 The parties agree that the following rights and licenses are granted to Licensee by Marshall pursuant to this Agreement:

- (a) Subject to the terms of this Agreement and during the Term of this Agreement, Marshall, as licensor, hereby grants to Licensee the *exclusive worldwide* right and license to produce, sell, broadcast, rebroadcast and make any other use of all broadcasts, play-by-play descriptions, and transmissions (both live and contemporaneous broadcasts as well as delayed transmissions) of any of the athletic events or shows listed on the attached Exhibit G involving Marshall's athletic teams, including any preseason, regular season, tournament and other post-season events, whether such broadcast or rebroadcast is over radio, internet, world-wide web, satellite radio or any other medium (the "Broadcasts"), provided, however, that this license referenced in this sentence specifically excludes (but only excludes) television broadcasts which are addressed separately. Marshall acknowledges and agrees that the right and license described herein includes the right to sell advertising and related sponsorships associated with the Broadcasts.
- (b) Subject to the terms of this Agreement and during the Term of this Agreement, Marshall, as licensor, hereby grants to Licensee the *exclusive worldwide* right and license to produce, publish, sell, market and distribute all publications and

written materials described in the attached Exhibits A, B, C, and J, including the right to sell all advertising associated with such publications and written materials.

- (c) Except as may be set forth on the attached Exhibit D, Marshall hereby grants to Licensee, during the term of this Agreement, the exclusive and sole right to sell advertising and promotional signage for all stadiums, coliseums, arenas and facilities described in the attached Exhibit D, as well as any replacement stadiums, coliseums, arenas and facilities constructed, leased, acquired or used by Marshall for all its home events (the "Venues"); this license and right to sell all advertising and promotional signage in such Venues applies for all spaces and media that are visible to any paying customers and/or media personnel attending events at such Venues; Marshall agrees that the amount of signage and advertising available in such Venues shall not be reduced below what is currently provided and available at the time of execution of this Agreement, and Marshall agrees that it will cooperate with Licensee with respect to the creation of any additional advertising opportunities that may exist or be developed in such Venues.
- (d) Subject to the terms of this Agreement and during the Term of this Agreement, Marshall, as licensor, hereby grants to Licensee the *exclusive worldwide* right and license to produce, sell, broadcast, rebroadcast and make any other use of game broadcasts, coaches shows and periodic highlight and talk shows for Marshall's athletic teams as described on the attached Exhibit H and I, including the right to sell all advertising associated with such shows and broadcasts.
- (e) Subject to the terms of this Agreement, Marshall also grants to Licensee the exclusive worldwide rights to other promotional opportunities and internet rights described in the attached Exhibits E, F, J and K.
- (f) In addition, Marshall also grants to Licensee the exclusive rights to all other properties, rights, and licenses incidental to or related to the licenses specifically referenced in this section and the attached Exhibits A-K, including all technological advancements or iterations associated with the rights granted under this Article.
- (g) Licensee's rights to use and exploit the License include, without limitation, sales of advertising and sponsorships associated with the Licensed Properties. Marshall also agrees that Licensee's exploitation of the Licensed Properties shall include the right to obtain advertising sponsorships associated with all sideline advertising associated with Marshall's equipment used by coaches, athletes and staff during any games for which Licensee is permitted to produce Broadcasts, regardless of whether such games are deemed home games for Marshall's teams; this sideline advertising is intended to cover all headsets and communication equipment used by the coaching staff or staff of Marshall, all drink cups and coolers or containers for beverages used by Marshall's teams at such events, and all sideline equipment used by such teams. Marshall acknowledges and agrees that it will not permit its coaches and teams to use any headsets or equipment or towels bearing logos or advertising of parties other than those sponsors arranged and contracted for by Licensee pursuant to this Agreement. Licensee acknowledges the existence of Marshall's game contract with Ohio State that precludes Marshall from displaying a sideline beverage which conflicts with Ohio State's sideline sports drink partner; however, Marshall will use best efforts to provide Marshall/Licensee's sideline sports drink partner exposure at away contests. In the event that Licensee's sideline sports drink partner seeks a rebate or reduces its sponsorship due to the loss of away game(s), Marshall and Licensee will agree upon an equitable adjustment in the annual royalty payment.

- (h) Licensee shall receive any rights described in Exhibits A-K, granted to Marshall for any home game that is played at a neutral site. At a minimum, Marshall agrees to protect, at no additional expense to Licensee, the following rights for Licensee at any neutral site contest: all sideline equipment, football coaches headsets, game radio broadcast, game program ad sales, and coaches television shows.
- (i) For any additional promotional opportunities that are developed or permitted by Marshall that are not conveyed to Licensee pursuant to the terms of this Agreement, Marshall agrees that it will first offer such opportunities to Licensee before offering such opportunities to any other third party, and that the offer presented to Licensee shall be substantially similar to the opportunity to be presented to such other third party, both in terms of the opportunity presented and the terms on which it is offered.
- (j) In addition, Marshall appoints Licensee as its non-exclusive Licensee for the creation and development of special marketing opportunities as defined in Appendix One and for Merchandising and Licensing Opportunities as defined in Appendix Two.

2.02 The parties agree that the rights and opportunities conveyed in this Agreement do not include any sponsorship rights or advertising opportunities associated with any shoe contracts for footwear for Marshall's teams or apparel contracts for the jerseys or sweats for Marshall's athletic teams.

2.03 Licensee will continue to receive revenue from the "Friends of Coal" rivalry sponsorship which will be included in GCCR. Per the current understanding, Licensee will receive the following payments from Marshall or make the same deduction from the Annual Royalty Payment to Marshall:

2010/11	\$30,000
2011/12	\$30,000
2012/13	\$30,000

Licensee will receive an equitable amount on any renewal or future sponsorship.

2.04 Marshall grants to Licensee a non-exclusive license to use and publish the name, logos, marks, symbols, graphics, artwork, and photographs of Marshall, as the same may be owned, used, developed or acquired by Marshall during the Term of this Agreement (the "Licensed Marks") in the exploitation of the Licensed Properties, provided, however, that such Licensed Marks may not be placed on any apparel or other goods for sale or re-sale without the express permission of Marshall. As an example, Licensee may use the name *Thundering Herd ISP Sports Network*, but Licensee will make it adequately evident to relevant third parties that the show 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. Marshall also acknowledges and agrees that Licensee may permit sponsors and advertisers associated with the Licensed Properties to use Marshall's Licensed Marks in connection with the promotion and exploitation of the Licensed Properties, provided however that with respect to all such use, Licensee first obtains the prior approval of the athletic director (or his designee) for the artwork and placement of Marshall's Licensed Marks. Marshall also acknowledges that Licensee may permit sponsors agreeing to advertise in connection with rights licensed in this Article II to announce and advertise that they are "sponsors" (or similarly descriptive terms) of Marshall or its athletic teams. Any use of the Licensed Marks as provided in this Article II shall not require any additional payment or consideration by Licensee, as the payments to be made pursuant to Article IV encompass the rights and license described herein. Marshall agrees that neither it nor its Director of Athletics (or his designee) will unreasonably withhold consent for Licensee to use the Licensed Marks in association with the promotion and exploitation of the Licensed Properties provided that Marshall shall not be expected or required to permit or authorize the Licensed Marks to be placed on any apparel or other goods for sale or re-sale by Licensee or any sponsors identified by Licensee without the express permission of Marshall.

2.05 Marshall hereby represents and warrants that the Licensed Marks, including any new marks, logos or graphics or artwork adopted and used or approved for use by Marshall during the Term of this Agreement, are the property of Marshall.

days after delivery of the written notice (the "Cure Period") to cure the default or breach prior to declaring a default or seeking other remedy. If after the expiration of the Cure Period reflected in such notice, the material breach or failure to perform such material obligation has not been cured, then the party which gave such notice may declare a default of this License Agreement and terminate it by providing written notice of termination within 90 days of the expiration of the Cure Period, to be effective at the end of the then-current License Agreement Year. If the nature of the default is such that the interests of the terminating party would not be adequately protected until such termination date, in the discretion of the terminating party, then the terminating party may take any action permitted by law or equity as a remedy for such default to the extent such action is necessary to reasonably protect its interests.

3.05 Licensee may terminate this Agreement immediately, by providing written notice thereof to Marshall, upon the occurrence of any of the following:

- (a) If Marshall substantially reduces its commitment to the football program or men's basketball program or no longer plays football or men's basketball at the Division I-A level (as that level is defined by the NCAA);
- (b) Marshall employees or agents (other than Licensee's employees) engage in actions that result in NCAA or Conference sanctions that result in major violations for Marshall's football or men's basketball teams.

3.06 In the event of any change in or realignment of conference members, Marshall and Licensee will meet and discuss the impact of the change in conference members and/or conference affiliation, if any, and will adjust (either increase or decrease) the financial provisions in Article IV equitably to reflect the impact of the change(s).

ARTICLE IV – ROYALTY

4.01 For each License Agreement Year during the Term of this Agreement, Licensee will pay Marshall the following Guaranteed Base Royalty, Employee Stipend, Scoring Equipment Stipend, Ticket Stipend and Big Green Foundation Payment amounts defined below plus, 50% of Gross Collected Cash Revenue ("GCCR") in excess of the defined Revenue Sharing Thresholds for each License Agreement Year (the "Annual Royalty Amount"):

License Agreement Year	Guaranteed Base Royalty	Employee Stipend	Football/Softball/Soccer Scoring Equipment Stipend	Ticket Stipend	Big Green Foundation Payment	Total Annual Royalty	Revenue Sharing Threshold
2010/11	\$1,100,000	\$40,000	\$200,000	\$70,000	\$20,000	\$1,430,000	\$4,000,000
2011/12	\$1,150,000	\$40,000	\$391,977	\$75,000	\$20,000	\$1,676,977	\$4,493,954
2012/13	\$1,200,000	\$40,000	\$391,977	\$80,000	\$20,000	\$1,731,977	\$4,603,954
2013/14	\$1,250,000	\$40,000	\$391,977	\$85,000	\$20,000	\$1,786,977	\$4,713,954
2014/15	\$1,300,000	\$40,000	\$391,977	\$90,000	\$20,000	\$1,841,977	\$4,823,954
2015/16	\$1,350,000	\$40,000	\$391,977	\$95,000	\$20,000	\$1,896,977	\$4,933,954
2016/17	\$1,400,000	\$40,000	\$391,977	\$100,000	\$20,000	\$1,951,977	\$5,043,954
2017/18	\$1,450,000	\$40,000	\$391,977	\$105,000	\$20,000	\$2,006,977	\$5,153,954
2018/19	\$1,500,000	\$40,000	\$391,977	\$110,000	\$20,000	\$2,061,977	\$5,263,954
2019/20	\$1,550,000	\$40,000	\$391,977	\$115,000	\$20,000	\$2,116,977	\$5,373,954
2020/21	\$1,600,000	\$40,000	\$391,977	\$120,000	\$20,000	\$2,171,977	\$5,483,954

(a) **GUARANTEED BASE ROYALTY.** The parties acknowledge Licensee's support to secure a Third Avenue Marquee which is included in the Guaranteed Base Royalty above. Additionally, the Guaranteed Base Royalty includes monies allocated for the payments due for the football Pro-Ad signage payments. Licensee agrees to provide the amounts to the specified third party below from the Guaranteed Base Royalty in separate payments in the amounts and dates listed below to satisfy the required payments when due on behalf of the loans arranged by the Big Green Scholarship Foundation, Inc. for the Third Avenue Marquee and the loan arranged by Marshall with the Marshall University Research Corp. for the football Pro-Ad signage.

Third Avenue Marquee – payments due First Sentry Bank on behalf of the Big Green Scholarship Foundation, Inc.

9/30/10	\$16,154.26
12/31/10	\$16,154.26
3/31/11	\$16,154.26
6/30/11	\$16,154.26
9/30/11	\$16,154.26
12/30/11	\$16,154.26

Football Pro- Ad Signage – payments due Marshall University Research Corporation

9/30/10	\$13,636.89
12/31/10	\$13,636.89
3/31/11	\$13,636.89
6/30/11	\$13,636.89
9/30/11	\$13,636.89
12/31/11	\$13,636.89
3/30/12	\$13,636.89
6/30/12	\$13,636.89
9/30/12	\$3,900.45

For the avoidance of doubt, the applicable amounts listed in 4.01 (a) will be deducted from the Royalty payment made to Marshall for the applicable License Agreement Year.

Marshall will be responsible for maintenance, operations, production, insurance and overall upkeep of all signage components, except that Licensee will be responsible for football videoboard production.

(b) EMPLOYEE STIPEND. Licensee will pay Marshall an annual \$40,000 stipend to fund an Associate Athletic Director for External Affairs position in the athletic department. Should this position be eliminated, Licensee will no longer pay this stipend. Licensee will pay one-third (1/3) of this stipend with the December 15 royalty payment and the balance with the June 1 royalty payment.

(c) FOOTBALL / SOFTBALL / SOCCER SCORING EQUIPMENT STIPEND. The Equipment Stipend provided by Licensee to Marshall will be used by Marshall to repay the loan obtained by the Big Green Scholarship Foundation on Marshall's behalf through First Sentry Bank, Huntington, West Virginia, to purchase and install the equipment and other items as agreed upon by Licensee and Marshall. The stipend amount as indicated in this License Agreement is sufficient to make the required payments to First Sentry Bank as indicated in the loan agreement between the Big Green Scholarship Foundation, Inc. and First Sentry Bank. The amounts outlined in the chart in Section 4.01 are Licensee's maximum financial commitment toward the purchase of this equipment.

Marshall and Licensee will mutually agree upon video/scoring and sound equipment to be purchased with the Equipment Stipend which Licensee shall pay to Marshall as part of the Annual Royalty Amount during each License Agreement Year noted above, assuming the stipend is fully utilized in the 2010/11 License Agreement Year. Licensee will begin paying this stipend in the first License Agreement Year in which new signage equipment is installed and operational in the football, softball and soccer facilities. Marshall will purchase and finance the equipment. Marshall and Licensee will mutually agree upon the quantity and location of advertising panels on each piece of equipment. This stipend is intended to assist Marshall in securing and financing \$3,000,000 of the described equipment (amortized at a 6% interest rate over 11 years). The stipend outlined above is Licensee's maximum financial commitment for this equipment. Marshall will ensure that all equipment and signage purchases made as part of this Agreement are done in a tax exempt manner and that Marshall will secure a loan which may be utilized as a line of credit so that Marshall can request payments to be made from the loan as they are needed.

This Football/Softball/Soccer Scoring Equipment Stipend will be paid by Licensee to Marshall on, or before, the following dates each License Agreement Year:

2010/11

2011/12 – 2020/21

September 15	\$50,000	\$97,994
December 15	\$50,000	\$97,994
March 15	\$50,000	\$97,994
June 15	\$50,000	\$97,995

(d) **TICKET STIPEND.** At a minimum, License will purchase tickets in the amount outlined above in 4.01 each applicable License Agreement Year which includes all tickets (season and/or individual event tickets) to all pre-season, regular season or post season events. Marshall will waive and Licensee will not be responsible for any associated seat premiums, seat licenses or Big Green contributions for any tickets purchased.

(e) **BIG GREEN FOUNDATION PAYMENT.** Licensee will make an annual payment to the Big Green Foundation in the amount of \$20,000 on or before June 1 of each License Agreement Year. Licensee will receive all applicable benefits associated with such giving level. This stipend will replace Licensee's previous annual payment to the Big Green Foundation of \$2,500.

Payment of the annual royalty will be as follows: one-third (1/3) of the Guaranteed Base Royalty will be paid on or before December 31 of each License Agreement Year and the balance due on or before June 1 of each License Agreement Year. Any Revenue Sharing will be calculated on the GCCR received by Licensee as of May 15 and calculated pursuant to this section 4.01.

4.02 With respect to GCCR of a License Agreement Year which is received after June 15 of such License Agreement Year, payment of any additional royalty that may be due under section 4.01 will be payable by the 30th of the month following the month of collection.

4.03 Licensee will make best efforts to renew all 2009/10 trade accounts. Upon request of Marshall, Licensee may solicit Trade on behalf of Marshall. If Licensee solicits in-kind revenue on behalf of Marshall (e.g. hotel, airline, meals, promotional items, etc), Marshall agrees to provide all merchandising considerations (e.g., tickets, parking passes, Big Green memberships, etc.) necessary to fulfill those advertising package from which in-kind revenue is derived. Trade will not be counted in the calculation of GCCR.

ARTICLE V -- MATERIAL IMPAIRMENT TO LICENSED RIGHTS

5.01 If, during the term of this License Agreement, Marshall is cited and/or sanctioned by the NCAA for major violations or repetitive violations of the same nature, Marshall and Licensee will discuss the impact of the violation(s) and mutually agree upon a reduction in the annual royalty in affected License Agreement Year(s) which reduction will be reflective of the impact of client sponsorship withdrawal, reduction or refusal to participate because of the sanctions.

5.02 If, during the term of this License Agreement, Marshall or any of its employees, officers, trustees or representatives engage or fail to engage in any activity that materially damages Licensee's advertising and sponsorship commitments or its ability to exploit the Licensed Properties, then the Annual Royalty Amount described in Article IV, will be reduced by an amount equal to the actual damages incurred by Licensee which Marshall and Licensee will mutually agree upon.

5.03 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 Amount will be adjusted equitably to reflect the impact of the interruption, cancellation or impairment on Licensee's total revenues for the year.

5.04 With the exception of any advertising restrictions or prohibitions instituted by the NCAA and any restrictions of Marshall set forth on the attached Schedule 5.04, if for any reason Licensee is restricted or impaired in its advertising and sponsorship rights by reason of any action by Marshall or anyone affiliated with Marshall that precludes or bars or limits any industry from sponsoring or advertising in association with Licensee or the Licensed Properties or that prompts a sponsor or advertiser who has previously sponsored

any Marshall event or advertised at or in association with any Marshall event to no longer desire to sponsor or advertise in association with any of the Licensed Properties (for example, because of arrangements made with or preferences given to a competitor or because Marshall requests that a certain sponsor no longer be affiliated with Marshall), then in any such event, the Annual Royalty Amount will be adjusted equitably to reflect the impact of the interruption, cancellation or impairment on Licensee's total revenues. With any sensitive advertising categories, Licensee will inform Marshall of the advertising category prior to executing an advertising agreement.

5.05 If the inventory offerings described herein are materially changed or adversely impacted by subsequently entered agreements which Marshall must honor (e.g., conference television agreements, additional prohibited advertising categories, reduction in amount of inventory, or decisions made by Marshall etc.), Marshall agrees to renegotiate in good faith with Licensee the financial provisions of this License Agreement.

5.06 If Licensee provides written notice to Marshall that any person or entity is engaging in actions that are impairing Licensee's ability to make use of the Licensed Properties, Marshall shall be responsible for undertaking efforts to bar such person or entity from taking actions that impair or devalue any of the Licensed Properties or any of Marshall's Licensed Marks used by Licensee pursuant to this Agreement. If Marshall does not undertake all efforts necessary to eliminate the impairment of the Licensed Marks or Licensed Properties, then the Annual Royalty Amount will be adjusted equitably to reflect the impact of the impairment on Licensee's total revenues. Alternatively, and at the sole discretion of Licensee, if within thirty days after receipt of written notice pursuant to this section, Marshall has not undertaken sufficient and effective efforts to eliminate the impairment of the Licensed Marks or Licensed Properties referenced in the written notice, then Licensee shall be permitted to institute any action or proceeding to bar or preclude the infringement or impairment upon the Licensed Marks or Licensed Properties and to seek damages from such infringement or impairment, with the reasonable costs of such actions, including attorney's fees, to reduce the amount of the Annual Royalty amount due for such License Agreement Year. In any suit either party may commence or defend pursuant to its rights under this Agreement in order to enforce or defend the validity of or rights to the Licensed Properties or Licensed Marks, the other party shall, at the request of the party initiating or defending such suit, cooperate in all respects and, to the extent possible, have its employees testify when requested and make available relevant records, papers, information, samples, specimens and the like.

5.07 In the event that Marshall does not play a minimum of six (6) home football games at Joan C. Edwards Stadium and fifteen (15) home men's basketball games at the Cam Henderson Center, both parties agree that this may materially impair the ability of Licensee to fully exploit the License. Should this occur, the parties agree to negotiate an equitable adjustment in the royalty to reflect the impact for that License Agreement Year. All events counted in the above home game totals must allow Licensee all Licensed Properties defined herein. The parties acknowledge that Marshall will play only five (5) home football games during the 2011 football season; Licensee will not seek an adjustment in the Annual Royalty Amount during the 2011/12 License Agreement Year due to the five (5) game home football schedule.

5.08 In the event the parties cannot successfully renegotiate the financial provisions of this License Agreement or any adjustment to the Annual Royalty amount, the matter will be submitted to three experts in the field, one chosen by each party and the third chosen by the two experts chosen by the parties, or as otherwise provided by AAA arbitration rules. The three experts will render a binding decision on the modification of such financial provisions in accordance with principles of equity and proportionality. The cost of such services will be shared equally by the parties.

5.09 Marshall represents and agrees that, with the exception of the agreements and commitments identified on the attached Schedule 5.09, there are no agreements or commitments in place with respect to any of the Licensed Properties with respect to the Term of this Agreement.

5.10 In the event that the football series with West Virginia University is discontinued, Licensee will make an equitable adjustment in the Annual Royalty Amount to reflect the impact of the loss of the series.

ARTICLE VI -- LEGAL STATUS, AUTHORITY AND WARRANTY BY EACH PARTY

6.01 Marshall represents that it is a public educational institution and warrants that it is a member in good standing of Conference USA. 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.

6.02 Licensee represents that it is a duly organized North Carolina corporation in good standing and is 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 VII -- RELATIONSHIP OF THE PARTIES

7.01 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.

7.02 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.

7.03 The Licensed 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 Licensed Properties are limited to those specifically granted under this License Agreement and any amendments hereto.

7.04 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. Licensee, in the exploitation of the Licensed Properties, shall also conform to all applicable production value standards to which Marshall is bound. 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.

7.05 All rights granted to Licensee under this License are subject to Marshall's agreements with and obligations to third parties which arise under the contracts and agreements listed on the attached Schedule 7.05. Any new limitations imposed on Licensee as a result of the amendment of any of the contracts listed on Schedule 7.05 shall result in an equitable adjustment in the Annual Royalty Amount.

7.06 Marshall agrees to work in good faith with Licensee in providing appropriate partnership branding opportunities. Primary examples involve consistent placement of Licensee's primary trademarked logo in appropriate settings which may include but not be limited to athletic department printed and promotional materials, and official athletic department website.

ARTICLE VIII -- ADDITIONAL CONSIDERATIONS

8.01 Each License Agreement Year, Marshall will provide Licensee 305 football season tickets, at no additional cost. This allotment is an increase of 20 football season tickets per season at no cost. These tickets will be located in a comparable location to what has been historically provided to advertisers/sponsors in the past. Of the 20 additional season tickets added to Licensee's allotment each License Agreement Year, a minimum of 10 will be located in the chairback section of Joan C. Edwards Stadium. These tickets will be delivered to Licensee at least thirty (30) days prior to the first home football game.

8.02 Each License Agreement Year, Marshall will provide Licensee 270 men's basketball season tickets at no additional cost. These tickets will be located in a comparable location to what has been

historically provided to advertisers/sponsors in the past. These tickets will be delivered to Licensee at least thirty (30) days prior to the first home basketball game.

8.03 Licensee may purchase up to 300 additional priority football season tickets from Marshall, subject to availability as determined by Marshall. 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, if available, will be best locations remaining after Marshall assigns all Marshall Big Green members, faculty, staff, student and general public purchased season tickets. Payment for additional football season tickets will be due by December 31 of each year. Should Licensee elect to purchase full price season tickets, such tickets shall be made available prior to general public assignment, and Licensee must submit written request to Marshall prior to the annually established season ticket renewal deadline.

8.04 Licensee may purchase up to 225 additional basketball season tickets from Marshall, subject to availability as determined by Marshall. The cost for these season tickets will be 50% of the season ticket price assigned to Upper Level Chairback or G.A. section area(s) provided. The location of these tickets, if available, will be best locations remaining after Marshall assigns all Big Green members, faculty, staff, student and general public purchased season tickets. Payment for additional basketball season tickets will be due by June 1 of each year. Should Licensee elect to purchase full price season tickets, such tickets shall be made available prior to general public assignment, and Licensee must submit written request to Marshall prior to the annually established season ticket renewal deadline.

8.05 If Licensee elects to purchase additional individual game tickets, Marshall will sell the tickets to Licensee at either half price or the best available group rate offered by Marshall, whichever is less. Marshall has the right to exclude up to two football games and two men's basketball games per year from this provision, in which case Licensee will pay full price. Marshall will give notice to Licensee the price of tickets by April 1 prior to each License Agreement Year.

8.06 Marshall will provide 60 "VIP" parking passes, at no additional cost, for each home football and basketball game as follows:

Football:	6 Softball Lot passes
	11 West lot passes
	15 Church Lot passes
	28 parking Garage (Third Avenue)
	2 West Lot passes for suite
Basketball:	40 West Lot passes
	20 Parking Garage (Third Avenue)

8.07 Marshall will provide to Licensee 12 working press credentials, 4 operations passes and 8 press parking passes for each home football game each year (this allotment includes the broadcast crew). 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 (this allotment includes the broadcast crew). A minimum of 4 of these passes for each sport shall be considered "all-access" passes). 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.

8.08 Marshall will provide Licensee charter (air or ground) transportation 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. Licensee will be responsible for up to \$1,500 in travel expenses (which may consist of lodging, per diem, and/or commercial airfare) annually for the play-by-play announcer. Marshall will be responsible for all expenses above \$1,500. Additionally, Licensee is responsible for travel expenses for the broadcast crew, except as noted herein.

8.09 Marshall will provide up to 100 complimentary individual tickets as requested by Licensee, to a basketball or football 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 either a football game by July 1 or a basketball game by October 1 of each License Agreement year.

8.10 Marshall will provide Licensee the opportunity to purchase, at face value, the following ticket allotments to any of the following events in which it participates or receives a ticket allotment:

(a)	Conference USA football championship game	150 tickets
(b)	Post-season football bowl game	150 tickets
(c)	Conference USA men's basketball tournament	150 tickets
(d)	Post-season basketball tournament (NCAA or NIT):	
	(1) First and second rounds	20 tickets
	(2) Third and fourth rounds	40 tickets
	(3) Fifth and sixth rounds (Final Four)	40 tickets

At least 50% of these tickets will be "prime" tickets as defined by the NCAA.

Marshall will automatically provide a media credential for two (2) Licensee team members for all post season events.

Licensee will have the opportunity to purchase, at face value, up to 10% of Marshall's ticket allotment to any away football or men's basketball game in which Marshall participates. Licensee will notify Marshall with the quantity of tickets it will purchase no later than fourteen (14) days prior to the event.

Marshall will allow Licensee the opportunity to purchase all regular season ticket locations for any pre-season home event, as well as any non-NCAA post-season home event.

8.11 Licensee may utilize the athletic director's box suite at each home Marshall football game as an client opportunity for a meet and greet with athletic personnel. Licensee will continue to use the suite in the same manner as previously utilized (i.e. access to food and beverages).

8.12 Licensee agrees to enter into a suite agreement for 50% of a football sky suite on the PB level of Joan C. Edwards Stadium. Licensee agrees to pay a rate equal to 50% of what other purchasers of an equivalent sky suite pay.

8.13 Unique merchandising and access privileges have been included in contracts during the 2009/10 year. Licensee will have access to the same unique elements contained in the 2009/10 sponsorship contracts (i.e. side line and press box credentials, autographed footballs and basketballs, head coach/athletic director golf outing opportunities, table at athletic functions/banquets, etc.).

8.14 Marshall will provide to Licensee promotional materials, as reasonably requested by Licensee. Marshall will also afford complimentary Big Green room memberships and notify Licensee of athletic banquets and special events given by the Marshall Athletic Department. Marshall will further provide to Licensee athletic department vendor lists, Marshall vendor lists, and other lists which might be useful to Licensee in the exploitation of the License, as available.

8.15 Marshall will continue to provide the same office space that is currently utilized by Licensee, at no charge to Licensee, as well as utilities suitable for the discharge of this License Agreement. Licensee will be responsible for providing office furniture, computer equipment supplies and any necessary physical adjustments to the office space.

8.16 Marshall will arrange for the athletic director, head football, head men's and women's basketball and coaches to make up to three (3) appearances each at corporate outings or sales presentations sponsored by Licensee each License Agreement Year and personal endorsements at no charge to Licensee. Personal endorsements must be pre-approved by Marshall. Commercial personal endorsements made by any Marshall coaches and the athletic director are the exclusive right of Licensee. Upon request, the Marshall athletic director will make best efforts to facilitate Licensee's utilization of coaches for certain endorsements. Marshall will protect Licensee's advertisers/sponsors by not approving coaches endorsement or participation

other services that Marshall has permitted Licensee to perform, market or sell under this Agreement, at any time during the term of this Agreement. If any claim or action described in this section is commenced or threatened, Licensee agrees to promptly notify Marshall, in writing, that such a claim or action has been commenced or threatened, and Licensee agrees to cooperate with Marshall's efforts to resolve or defend such claim, to the extent that any such request to cooperate is lawful and reasonable, in Licensee's discretion. The provisions set forth in this paragraph are in addition to any other rights that Licensee may have under applicable law.

ARTICLE XIV -- ASSIGNMENT AND SUB-LICENSES

14.01 Neither Licensee nor Marshall may assign this Agreement or any rights hereunder to any other party without the prior written consent of the other; *provided, however*, that no such consent shall be required for, and Marshall consents to, an assignment by Licensee to an entity owned or controlled by or under common control with Licensee. Licensee may utilize sub-contractors in the discharge of its responsibilities; however, Licensee may not sub-license any of the rights granted to Licensee in this License Agreement.

14.02 In the exploitation of the Licensed Properties, Licensee may utilize the services of outside or independent national, regional or local sales agencies. These agencies include, but are not limited to, NCAA Properties, Dorna USA, and University Sports Publications. All net revenue produced by these agencies and received by Licensee is includible in the calculation of the Gross Collected Cash Revenue and annual royalty. Licensee's contracts with each such agency shall provide that the agency's activities are subject to, and governed by, the terms of this License Agreement.

ARTICLE XV -- RIGHT TO INSPECT RECORDS OF LICENSEE; FINANCIAL STATEMENTS

15.01 Marshall may inspect Licensee's financial records relative to the exploitation of the Licensed Properties 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 trade with respect to this Agreement. Should Marshall elect to audit Licensee's relevant financial records, it shall be done at Marshall's expense, unless the audit reveals a discrepancy of ten percent (10%) or greater in favor of Marshall relating to amounts owed to Marshall under this Agreement, in which case the entire cost of the audit shall be borne by Licensee.

15.02 Licensee will provide a semi-annual financial report to Marshall providing documentation of revenue and expenses related to the calculation of Gross Collected Cash Revenue and the Annual Royalty Amount. Such report shall include a list of all uncollected revenue. In addition, and upon request of Marshall, Licensee will provide such other financial information relevant to the exploitation of this License Agreement.

ARTICLE XVI -- CONFIDENTIALITY

16.01 Licensee considers the amounts of the Annual Royalty payment paid to Marshall, any other amounts paid Marshall personnel for services provided under other contracts, and this entire License Agreement to be highly confidential. Licensee and Marshall agree to use its best efforts not to disclose such payment amounts to any personnel unless there is a "need to know" in order to carry out the terms and conditions of this License Agreement. This entire License Agreement shall be considered confidential and shall not be disclosed by either party unless required by law. Licensee recognizes that Marshall is a public institution and subject to public information laws. Marshall will notify Licensee upon receipt of a request for this License Agreement or other information related to this Agreement or Licensee prior to any distribution of this document. Marshall will allow Licensee to redact financial information from such agreements as allowable by law.

ARTICLE XVIII -- NOTICES

18.01 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:

UNIVERSITY	Marshall University ATTN: Mike Hamrick PO Box 1360 Huntington, WV 25715
LICENSEE	Marshall ISP Sports Network, LLC ATTN: Benjamin C. Sutton, Jr. 540 N. Trade Street Winston-Salem, NC 27101

ARTICLE XIX -- ENTIRE AGREEMENT

19.01 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: Mike Hamrick (SEAL)Title: DIRECTOR OF ATHLETICS

MARSHALL ISP SPORTS NETWORK, LLC

By: ISP Sports, LLC

Its: Manager

By: Ben C. SuttonTitle: ManagerAttest by: James E. Wray

Secretary

Title: _____

(Corporate Seal)

*This contract has been
approved in the best interest
of the university*
Charles H. Racer
Assistant Dir. Purchasing
Marshall University
11-16-10

EXHIBIT A -- FOOTBALL GAME PUBLICATION

A.1.01 Description of Property An official Marshall football game publication is produced for each Marshall home football game. This publication takes the form of a game program which may contain between 100-200 pages. Issues are sold by Licensee at Marshall home football games.

A.2.01 Rights Licensed An exclusive license is granted to produce and sell advertising in the publication. No license is granted for the front cover and 50 all 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. Subject to Marshall reservation of rights, Licensee controls the size of the publication.

A.3.01 Licensee Obligations

A.3.01.01 Licensee is responsible for soliciting and collecting all advertising and game sales receipts, which are included in GCCR.

A.3.01.02 Licensee will make available for sale at Marshall home football games as many issues of this publication as is necessary to serve the crowds at the games. Licensee will be responsible for all costs and arrangements incidental to the production and sale of the publication. Licensee will provide up to 225 complimentary copies of each issue as requested by Marshall prior to each home football game. Marshall will inform Licensee of the number of copies it requires per game by February 1 of each License Agreement year. Marshall may purchase additional copies at Licensee's cost.

A.4.01 Marshall Obligations

A.4.01.01 Marshall will design, produce and provide all editorial content digitally, including text, images and artwork in an appropriate-for-print format (such as InDesign or high-res pdfs) per the selected printer's specifications by dates and times specified by Licensee and cooperate as reasonably requested by Licensee in facilitating the Licensee's exploitation of this property.

A.4.01.02 Changes and corrections at the blue line (or final) stage of proofing that result in additional costs shall be made at the expense of Marshall if such changes are due to incorrect or inaccurate material submitted by Marshall. If changes at the blue line (or final) stage are due to errors by the printer or developments beyond the control of Marshall, then any additional costs will be considered part of the production process and be invoiced accordingly.

EXHIBIT B – BASKETBALL GAME PUBLICATION

B 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 takes the form of a yearbook which may contain between 100-200 pages, and a game poster/rostercard. Issues are sold at Marshall home men's basketball games.

B.2.01 Rights Licensed An exclusive license is granted to produce and sell advertising in the publication. No license is granted for the front cover of the yearbook and all 50 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. No license is granted for the front cover of the poster/rostercard, 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 GCCR.

B.3.01 Licensee Obligations

B.3.01.01 Licensee is responsible for soliciting and collecting all advertising and game sales receipts, which are included in GCCR.

B.3.01.02 Licensee will make available for sale at Marshall home men's basketball games as many issues of these publications as is necessary to serve the crowds at the games. Licensee will be responsible for all costs and arrangements incidental to the production and sale of these publications, except as otherwise previously agreed upon by Marshall and Licensee for a men's basketball rostercard and yearbook. Licensee will provide up to 25 complimentary copies of each poster/rostercard as requested by Marshall to Marshall prior to each home men's basketball game and 100 complimentary copies of each yearbook volume. Marshall will inform Licensee of the number of copies it requires per game by April 1 of each License Agreement Year. Marshall may purchase additional copies at Licensee's cost.

B.4.01 Marshall Obligations

B.4.01.01 Marshall will design, produce and provide all editorial content digitally, including text, images and artwork in an appropriate-for-print format (such as InDesign or high-res pdfs) per the selected printer's specifications by dates and times specified by Licensee and cooperate as reasonably requested by Licensee in facilitating the Licensee's exploitation of this property.

B.4.01.02 Changes and corrections at the blue line (or final) stage of proofing that result in additional costs shall be made at the expense of Marshall if such changes are due to incorrect or inaccurate material submitted by Marshall. If changes at the blue line (or final) stage are due to errors by the printer or developments beyond the control of Marshall, then any additional costs will be considered part of the production process and be invoiced accordingly.

EXHIBIT C -- OFFICIAL SPORTS PUBLICATION

C.1.01 Description of Property An official Marshall sports publication may be produced up to 24 times per year. The publication will consist of editorial copy produced by Marshall and 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 members list and season ticket lists to Licensee for soliciting paid subscriptions.

C.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.

C.3.01 Licensee Obligations

- C.3.01.01** For the 2010/11 License Agreement Year, Licensee agrees to work with the *Herd Insider* publication in the exploitation of the right outlined in this Exhibit C. In consideration, Marshall will cause the *Herd Insider* to provide Licensee with five (5) full pages of advertising in each issue of *Herd Insider* at no cost to Licensee (these pages will be distributed equally throughout the publication and will include some prime placement in the publication). Revenue generated by Licensee from the sale of these *Herd Insider* pages will be included in GCCR. Licensee may sell these pages to any entity, without restriction. Prior to the 2011/12 License Agreement Year (and each License Agreement Year thereafter) and in consultation with Marshall, Licensee will re-evaluate the relationship with the *Herd Insider* and may choose to extend the relationship or publish its own official athletic publication on behalf of Marshall. If Licensee elects to produce an official sports publication, the Big Green will be responsible for all mailing costs associated with the publication.
- C.3.01.02** Licensee will, with respect to the non-advertising pages and space, promote Marshall athletics and inform subscribers of the publication of relevant issues appropriate to the Marshall athletic program.
- C.3.01.03** Licensee will use best efforts to have the publication contain no less than 12 pages per issue.
- C.3.01.04** Licensee will print up to 24 issues annually depending on the layout of the publication.
- C.3.01.05** Licensee will provide publication dates by July 1 of each License Agreement Year.
- C.3.01.06** Other than the production of the editorial copy defined below (including photography), Licensee is responsible for all costs and arrangements incidental to the production of the publication.
- C.3.01.07** Licensee is responsible for soliciting all advertising sales, securing advertising copy, and collecting all advertising and subscription receipts, which shall be included in Gross Collected Cash Revenue.
- C.3.01.08** Licensee will provide up to 5,000 copies to Big Green members that are at the \$150 donation level and above at no charge.

C.4.01 Marshall Obligations

- C.4.01.01** Marshall will produce and provide a minimum of four (4) pages of editorial content digitally, including text, images and artwork in an appropriate-for-print format (such as InDesign or high-res pdfs) per the

selected printer's specifications by dates and times specified by Licensee and cooperate as reasonably requested by Licensee in facilitating the Licensee's exploitation of this property. Pages produced by Marshall will include all publication editorial related to fundraising, marketing and promotions, as well as all publication photography. Marshall will cooperate as reasonably requested by Licensee in facilitating the Licensee's exploitation of this property.

- C.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.
- C.4.01.03 Marshall will be responsible for all postage/ mailing expenses.

EXHIBIT D -- ARENA, STADIUM AND FACILITY ADVERTISING IN UNIVERSITY FACILITIES

D.1.01 Description of Property Marshall owns several athletic facilities, stadiums, arenas, and athletic playing fields at which or in which Marshall or its athletic teams play or host events or activities that involve the License (the "Marshall Athletic Facilities"). Each of the Marshall Athletic Facilities has one or more locations under the control of Marshall that may be used for advertising purposes during the Term of this Agreement, and Marshall acknowledges that all such advertising or signage space is available for marketing and use by Licensee, except as agreed herein. Marshall agrees that the amount of signage and advertising available in such Marshall Athletic Facilities shall not be reduced below what is currently provided and available at the time of execution of this Agreement, including but not limited to the signage and advertising spaces listed in subsection (a) and the additional opportunities described in subsection (b). Marshall agrees that it will cooperate with Licensee with respect to the creation of any additional advertising opportunities that may exist or be developed in such Marshall Athletic Facilities.

The parties agree that Marshall Athletic Facilities also include any other facility used by Marshall's athletic teams for practice or home athletic events at any time during the Term, including any newly built or developed facilities and any replacement facilities constructed or acquired or placed into service by or for Marshall during the Term of this Agreement.

- (a) The parties agree that the following displays/scoreboards/signage areas include, but are not limited to, the displays/scoreboards/signage areas available for advertising purposes which Licensee may use or sell in making use of the License during the Term of this Agreement:
1. Football sideline signature signage (A-frame signage located on playing field)
 2. All fixed/rotational/LED courtside signage
 3. All scoreboard and videoboard signage and promotions/features
 4. Messagecenter displays at all Marshall athletic events
 5. Player stat boards
 6. Arena-level signage
 7. Press row advertising panels
 8. Baseline table advertising panels
 9. Marshall and opposing team bench chair backs and kick plates for all athletic teams
 10. Basketball goal pads and backboard supports
 11. Team entry tarpaulin covers
 12. Top of backboard (which face the ceiling)
 13. Bottom of center-hung scoreboard
 14. Playing surface logo opportunities, as approved by Marshall
 15. Shot clock advertising panels
 16. All wall-mounted signage
 17. Concession containers (cups, popcorn boxes, carriers, etc.)
 18. Seatback drink cup holder signage
 19. University Athletic Facility static signage opportunities that either currently exist or which Licensee may elect to sell in and around concession areas, facility entry/exits, restrooms, concourses, portal entries/exits into seating areas
 20. Trash cans in all athletic facilities
 21. Lobby displays, as approved by Marshall
 22. Concourse displays
 23. Temporary signage and displays for special events inside and/or outside University Athletic Facilities, as approved by Marshall
 24. Video/audio sponsorships and message (text) displays and promotions at Marshall events, including instant replays, game highlights, historical features, news reports on other Marshall athletic department teams and events, personality profiles/features, and any other video programming
 25. Coaches headsets
 26. Field goal nets
 27. Sideline kicking nets

28. Entry way/gate signage and/or sponsorship
29. Baseball Stadium scoreboard signage/features
30. All permanent and temporary signage at Baseball Stadium
31. Scoreboard and other signage opportunities at the Tennis Center
32. Track Stadium permanent and temporary signage
33. All permanent and temporary signage opportunities at Marshall Athletic Facilities
34. Messagecenter displays at all Marshall Athletic Facilities
35. Temporary signage for special events, as approved by Marshall
36. Third Avenue Marquee

(b) Additional Marshall Athletic Facilities opportunities include

1. Branded cups or containers for beverages/food sold during events at the Marshall Athletic Facilities
2. Branded vending opportunities, as available
3. Public address announcements

In addition to these signage spaces and additional opportunities, Marshall agrees that Licensee may use for promotional or advertising purposes or for any other purpose permitted by this Agreement, any additional advertising spaces or areas available in any of the Marshall Athletic Facilities (including surrounding areas and parking lots) during the Term, to the extent any are made available or created at any time during the Term of this Agreement; Licensee will not create any additional promotional spaces at any of the Marshall Athletic Facilities (or surrounding areas and parking lots) except with the express permission of Marshall, such permission not to be unreasonably withheld, but if Marshall creates or permits any new promotional spaces or signage areas in any of the Marshall Athletic Facilities (or surrounding areas and/or parking lots) during the Term, such areas will be available for promotional use by Licensee, except as otherwise agreed by Licensee.

Marshall represents and agrees that there are no signage spaces in, or around, the Marshall Athletic Facilities (or surrounding areas or parking lots) that are not available for use by Licensee during the Term.

D.2.01 Rights Licensed. Licensee shall have the exclusive right to all promotional use of all of the advertising signage and other spaces in the Marshall Athletic Facilities, as permitted in section D.1.01. Marshall agrees that it will not allow other parties (other than pursuant to contracts and arrangements arranged or permitted by Licensee) to engage in promotional activities or advertising during events in the Marshall Athletic Facilities during the Term.

With respect to all advertising and promotional opportunities permitted under this Exhibit D, Marshall shall have the opportunity to approve the form and content of all advertising, with such approval not to be unreasonably withheld. Marshall agrees that all advertising and sponsorship agreements existing at the time of the execution of this Agreement are approved (as are any extensions of such agreements), and Marshall will not cause or request Licensee to fail to honor any advertising or sponsorship agreements existing at the time of the execution of this Agreement.

D.3.01 Licensee Obligations

- D.3.01.01 Licensee is responsible for soliciting all advertising, all production of advertising displays and/or advertising copy, installation of advertising displays and collection of all advertising receipts.
- D.3.01.02 Licensee will purchase and replace advertising panel(s) and signage as it deems necessary.
- D.3.01.03 Licensee will be responsible for football videoboard gameday production. These responsibilities include all production, equipment and staffing (i.e. cameramen, producer, engineers, board operators) for operation of the scoreboard for all home football games. ISP will have the option to outsource this responsibility to a third party (currently WSAZ)

D.4.01 Marshall Obligations

- D.4.01.01 Marshall will be responsible for operating, and maintaining in good working order all advertising equipment owned by Marshall in the Marshall Athletic Facilities, such as video display/scoreboards and messagecenters, include the new signage equipment described in 4.01. Marshall will also replace or repair any damaged video display/scoreboards and messagecenters parts for any equipment owned by Marshall in the Marshall Athletic Facilities. Marshall will continue to be responsible for purchase and production of souvenir plastic cups utilized for consumers at athletic events.
- D.4.01.02 Marshall will be responsible for the fulfillment of stadium advertising commitments at Marshall athletic events.
- D.4.01.03 Marshall agrees that it will not obscure or allow any party to obscure any of the advertising spaces permitted in this section during or in connection with any event in the Marshall Athletic Facilities, except as permitted by Licensee.
- D.4.01.04 Marshall will not allow outside television syndicators or video broadcast companies to superimpose sponsor logos or messages on any images in the Marshall Athletic Facilities, or to superimpose any image over sponsorship sold by Licensee in the Marshall Athletic Facilities.

EXHIBIT E. AT-EVENT IMPACT

E.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. 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, presenting and rivalry sponsorships of Marshall events
- (e) 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) Database marketing research collection
- (h) Ancillary entertainment opportunities such as halftime shows, national anthem performers, etc.
- (i) Varsity team tournaments and special events for which Marshall desires to solicit corporate sponsorships. The license for such events includes only the right to solicit corporate sponsorships unless otherwise agreed by the parties. (Licensee has first right of refusal to exploit this portion of the License Agreement on a per event basis.)
- (k) Fan fair/fun zone areas
- (l) Spring game sponsorship opportunities (Licensee recognizes that the Quarterback Club utilizes this event as a fundraiser; Marshall will insure that the Quarterback Club does not sell any sponsorships in conflict with Licensee's exclusivities. At a minimum, Licensee may sell advertising/sponsorship on all digital signage in the facility as well as tabling/display/sampling opportunities at the spring game. Licensee agrees to allow the title sponsor to display their logo on the south end zone scoreboard. In the event that the Quarterback Club no longer utilizes the Spring Game as a fundraiser, Licensee all rights in and around the Spring Game will revert to Licensee.)

E.2.01 Rights Licensed An exclusive license is granted to produce and sell at-event impact sponsorship opportunities as those opportunities arise subject in each case to the prior approval of Marshall.

E.3.01 Licensee Obligations

- E.3.01.01** Licensee is responsible for soliciting all at-event impact sales opportunities, securing at-event impact advertising copy and materials, and collecting all at-event impact sales receipts.

E.4.01 Marshall Obligations

- E.4.01.01** Marshall will cooperate as reasonably requested by Licensee in facilitating the Licensee's exploitation of this property. If Marshall wishes to conduct itself any of the events or special promotions licensed under this section, it must request permission from Licensee, which will not be unreasonably withheld.
- E.4.01.02** Marshall will endeavor to prevent outside third parties from using Marshall events in conjunction with advertising and sponsorship inventory.

EXHIBIT F -- AT-EVENT HOSPITALITY

F.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, in and/or adjacent to Joan C. Edwards Stadium.
- b) A designated basketball pre-game hospitality area in and/or adjacent to the Cam Henderson Center.
- c) Licensee will have priority over non-Marshall groups in scheduling use of the Marshall athletic department controlled social areas

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

F.3.01 Licensee Obligations Licensee will market at-event hospitality activities to corporations and groups for certain Marshall events. Licensee is responsible for the facilities and operation of these activities including tents, management and security.

F.4.01 Marshall Obligations

- F.4.01.01 Marshall will furnish to Licensee athletic event tickets, as needed and requested by Licensee, for participants in at-event hospitality activities. Marshall will sell the tickets for these participants to Licensee at half price or the best available group rate offered by Marshall, whichever is less. Marshall will notify Licensee of ticket prices by March 1 prior to each License Agreement Year.
- F.4.01.02 Marshall will furnish to Licensee at no charge an area convenient to the Cam Henderson Center and Joan C. Edwards 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.
- F.4.01.03 From time to time, and as available, Marshall will furnish to Licensee at no charge the Marshall athletic department controlled social areas and the associated facilities which are necessary for its activities with respect to this property, including, but not limited to, restrooms, parking space and passes for catering vehicles and food storage/preparation area. Licensee shall be responsible for all costs associated with activities it conducts in this facility, including staffing, catering, and cleaning.

**EXHIBIT G -- RADIO NETWORK: PLAY-BY-PLAY, COACHES
CALL-IN SHOW AND DAILY REPORT**

G.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 has carried 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 and to promote Marshall athletics.

G.2.01 Rights Licensed An exclusive license is granted:

- G.2.01.01 To broadcast, market, produce and distribute on radio regular season and post-season football and men's basketball games, pre-season men's basketball games as selected and mutually agreed to by Marshall and Licensee ("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 station (including WMUL) 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.
- G.2.01.02 To provide Licensee's audio coverage to any television broadcaster licensed by Marshall which wishes to purchase the coverage from Licensee.
- G.2.01.03 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 coaches, athletic director, players or staff.
- G.2.01.04 To broadcast, market, produce and distribute on radio a daily pre-recorded radio show for 150 or more days. This show may include, but is not limited to, guest appearances by coaches, athletic director, players or staff.

G.2.02 Terms and Conditions

- G.2.02.01 The license applies only to radio broadcast rights which Marshall owns and has the right to license. 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.
- G.2.02.02 Licensee has the exclusive right to all advertising or sponsorships contained within these broadcasts, and will determine, subject to the program format required, the amount of advertising or sponsorships.
- G.2.02.03 Licensee has the exclusive worldwide right to distribute these broadcasts via all current and future forms of distribution, which currently include national radio networks, such as Westwood One, direct satellite radio, pay-to-listen service(s), mobile handheld devices, and computer transmission(s) such as the worldwide web and internet service(s). Revenue collected from the distribution of these broadcasts shall be collected by Licensee and included in the calculation of Gross Collected Cash Revenue

G.3.01 Licensee Obligations

- G.3.01.01 Licensee will operate the Network, to be known as the "Thundering Herd ISP Sports Network," and broadcast the aforementioned programming. Licensee will make best efforts to provide coverage throughout the West Virginia, the mid-Atlantic and Ohio Valley market, and will work diligently to provide coverage throughout the region, and any other areas in which there is listener interest in the games. In the event that the network does not provide coverage throughout these specified areas, if Licensee provides evidence, which is reasonably acceptable to Marshall, that Licensee's efforts in this regard have been adequate, Licensee will be excused from providing such coverage for the then current License Agreement Year.
- G.3.01.02 Licensee insures the technical quality of the broadcast will be guaranteed by the use of digital fiber optic telephone lines, satellite transmission, or both.
- G.3.01.03 The program format of the game broadcasts may include the following:
- G.3.01.03.01 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.
 - G.3.01.03.02 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.
 - G.3.01.03.03 The broadcast personnel for football and basketball will include a play-by-play announcer, a color commentator or analyst, an 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 host for special segments such as a tailgate show. (These are known as the "broadcast crew.")
 - G.3.01.03.04 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.
- G.3.01.04 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.
- G.3.01.05 Halftime coverage will include a scoreboard show with particular attention to schools of interest within the network area and future Marshall opponents.

- G.3.01.06 There will be a post-game show which will include game highlights with taped replays, live interviews from locker rooms, and an updated scoreboard show.
- G.3.01.07 No person will serve as a member of the broadcast crew without prior and continuing approval of Marshall.
- G.3.01.08 Licensee will provide to Marshall one (1) unedited copy of each broadcast.
- G.4.01 Marshall Obligations**
- G.4.01.01 Marshall will provide to Licensee broadcast booth space for all games at no charge. Marshall will provide to Licensee all equipment owned by Marshall that is currently used for broadcast production at no additional cost.
- G.4.01.02 Marshall will cooperate in arranging regular appearances by the athletic director, head football and head men's basketball coaches for all radio programming, for which Licensee will have no financial obligations.
- G.4.01.02 Marshall shall be responsible for visiting team phone lines and any other home site responsibilities mandated by the conference, NCAA or other governing body, at Marshall home athletic events.
- G.4.01.03 Marshall will arrange regular appearances by the athletics director, head football coach, head men's basketball coach, head women's basketball, either the football offensive or defensive coordinators and other coaches for the radio shows, as described in this Exhibit G.
- Payment for all such appearances, whether pre-season, regular season, post-season or off-season, will be the responsibility of Marshall.
- Marshall shall further prohibit its coaches from participation in any other related or competitive radio programs; provided, however, Licensee's exclusive rights hereunder shall not prohibit Marshall coaches from participating in interviews by other broadcasters, so long as the interview, is less than two (2) minutes in duration, is non-compensated, and is agreeable with the respective coach.
- G.4.01.04 Marshall will, in furtherance of its efforts to promote Marshall and its programs, publicize the radio network by including programming schedule(s), affiliate list and pertinent information in its regular schedule of press releases.
- G.4.01.05 As outlined in section 8.08 herein, Licensee will be responsible for up to \$1,500 in travel expenses (which may consist of lodging, commercial air fare and/or per diem) annually for the play-by-play announcer. Marshall will be responsible for all expenses above \$1,500 for the play-by-play announcer. Additionally, Licensee will be responsible for broadcast crew travel expenses as outlined in 8.08.

EXHIBIT H -- TELEVISION SHOW

H.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").

H.2.01 Rights Licensed An exclusive license is granted to produce and broadcast a sponsored daily and/or weekly television show for Marshall sports, highlighting 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 any post-season tournaments (such as the NCAA, NIT, etc.).

H.3.01 Licensee Obligations

- H.3.01.01** 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 United States markets as possible, 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.
- H.3.01.02** Licensee is responsible for soliciting all advertising sales, securing advertising copy, and collecting all advertising receipts.
- H.3.01.03** If Licensee produces the television programming, then upon request, Licensee will provide to Marshall one (1) copy of any broadcast covered by this exhibit.
- H.3.01.04** Licensee may utilize a television show production crew including up to two videographers, or one videographer and one editor (These individuals are included as part of the "broadcast crew").

H.4.01 Marshall Obligations

- H.4.01.01** Marshall will cooperate in securing the weekly participation of coaches and student-athletes, subject to reasonable availability, during their respective seasons, including the head football and head men's basketball coaches, for which Licensee will have no financial obligations.

Marshall shall further prohibit its coaches from participation in any other related or competitive television programs; provided, however, Licensee's exclusive rights hereunder shall not prohibit Marshall coaches from participating in interviews by other broadcasters, so long as the interview, is less than two (2) minutes in duration, is non-compensated, and is agreeable with the respective coach.
- H.4.01.02** If Licensee produces a 30-minute magazine type show, Licensee has the right to program up to seven 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. In addition, upon request, Marshall will receive one 30-second promotional spot per telecast of the television show.

EXHIBIT I -- TELEVISION NETWORK PLAY-BY-PLAY

I.1.01 **Description of Property** Marshall owns the right to telecast and re-telecast on television certain games featuring its football, men's and women's basketball, and baseball teams ("television network").

I.2.01 **Rights Licensed** Licensee has the exclusive license to produce and telecast and/or re-telecast, including via pay-per-view, Marshall football, men's basketball games and select other events. The games that are the subject of the television network are those available after contractual obligations are met to national networks, and conference television network.

I.3.01 **Licensee Obligations**

I.3.01.01 If Licensee telecasts or re-telecasts a game, Licensee is responsible for soliciting all advertising sales, securing advertising copy, and collecting all advertising receipts.

I.3.01.02 If Licensee telecasts or re-telecasts a game, then upon request, Licensee will provide to Marshall one (1) copy of any broadcast covered by this exhibit.

I.3.01.03 If Licensee telecasts or re-telecasts a game, Licensee will provide one (1) :30 second spot to Marshall for Marshall promotion or ticket sales promotion. In addition, Licensee will actively promote upcoming Marshall events via graphic billboards and accompanying announcements.

I.3.01.04 Licensee will make reasonable, good faith efforts to telecast or arrange for telecast a schedule of regular season football games and regular season men's basketball games each License Agreement Year. For purposes of this paragraph, this schedule includes those games produced and syndicated by Licensee or its designee. In addition, Licensee will make reasonable, good faith efforts to obtain coverage in the Huntington, West Virginia market. Licensee will also attempt to distribute the telecasts in as many other markets, via cable systems and local over-the-air stations as possible. Marshall may request distribution in specific areas not selected by Licensee.

I.3.01.05 Licensee may utilize a television network play-by-play broadcast crew including up to six (6) individuals (e.g. play-by-play announcer, color commentator, producer, director, audio and graphics technicians).

I.4.01 **Marshall Obligations**

I.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.

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

I.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 Marshall publications.

I.4.01.04 Marshall will be responsible for all clearance costs associated with television play-by-play, as mutually agreed upon between Licensee and Marshall.

EXHIBIT J -- MISCELLANEOUS SPONSORSHIP OPPORTUNITIES

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

J.2.01 Rights Licensed An exclusive license is granted to sell advertising for all items which are currently being utilized and any others which may subsequently be created or approved 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/parking passes
- (d) Varsity athletic teams' roster cards
- (e) Varsity athletic teams' media guides, as approved by Marshall
- (f) Ticket mailer inserts
- (g) Athletic ticket envelopes
- (h) Marshall sports calendar
- (i) Fan's guide
- (j) Media backdrop
- (k) Ball boy uniform sponsorship
- (l) Big Green Kids Club, as available
- (m) Sideline/courtside presence sponsorships (e.g., cups, coolers, equipment cases, towels, squeeze bottles)
- (n) Cooling fans
- (o) Isotonic beverage rights for team party consumption
- (p) Varsity athletic apparel rights, as available and approved by Marshall
- (q) Varsity athletic shoe rights, as available and approved by Marshall
- (r) Official (category exclusive) sponsorships
- (s) University Athletic Facility pouring rights
- (t) Marching band, pep band, dance team and cheerleader sponsorships
- (u) Email blasts via athletic department distribution lists

J.3.01 Licensee Obligations

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

J.4.01 Marshall Obligations

- J.4.01.01** Marshall is responsible for all costs and arrangements incidental to the production and distribution of each of the miscellaneous advertising opportunities.
- J.4.01.02** Marshall will be responsible for the fulfillment of Licensee's miscellaneous advertising commitments at Marshall athletic events.
- J.4.01.03** Marshall will not allow outside third parties to use Marshall marks in conjunction with advertising inventory included in this License Agreement, but which might be produced by outside third parties for or around Marshall events.

EXHIBIT K – OFFICIAL ATHLETIC WEBSITE

K.1.01 Description of Property The property is the official Marshall Athletics Website recognized as www.herdzone.com, in all of its formats of distribution now known or hereafter developed. The website, including the general formats, audio/video streaming and e-commerce will be prepared and managed by Licensee and is subject to the prior and continuing approval of Marshall. The website will include textual content, live and archived audio and video content prepared by Marshall or Licensee as well as advertising space sold by Licensee and e-commerce sold and managed by Licensee. E-commerce shall include, but not be limited to, apparel, merchandise, photography, audio/video streaming subscriptions, auctions, DVDs, publications, memorabilia and mobile applications.

K.2.01 Rights Licensed An exclusive license is granted to produce a Marshall official athletics website, sell advertising on the website (in the form of company logos, advertising units and messages), manage e-commerce, audio/video streaming and provide direct links to other websites owned by cooperative vendors and advertisers.

K.3.01 Licensee Obligations

- K.3.01.01 Licensee is responsible for all contracts, agreements and arrangements incidental to the design, hosting and maintenance of the website.
- K.3.01.02 Licensee is responsible for all contracts, vendor services and relationships related to e-commerce, search engines and audio/video streaming on the website.
- K.3.01.03 Licensee is responsible for soliciting all advertising sales, securing advertising copy, and collecting all advertising and subscription receipts.
- K.3.01.04 Licensee will, with respect to the non-advertising, non e-commerce and non audio/video subscription space, promote Marshall athletics and inform users of relevant issues appropriate to the Marshall athletic program.
- K.3.01.05 Licensee will provide a redesign of the website every three years, provided that final design is mutually agreed upon by Marshall and Licensee.
- K.3.01.06 Licensee will create and develop links with cooperative conference, college and professional sports organizations, news service(s) and other relevant or appropriate internet websites.
- K.3.01.07 Licensee will create an e-newsletter platform for mutually agreed upon distribution by Licensee and Marshall.
- K.3.01.08 Licensee shall permit and facilitate Marshall's online sale of tickets for athletic events through appropriate links from the official athletic website.
- K.3.01.09 Licensee shall permit and facilitate donations to Marshall through appropriate links from the official athletic website.

K.4.01 Marshall Obligations

- K.4.01.01 Marshall is responsible for all costs and registration of the domain name(s).
- K.4.01.02 Marshall agrees to the inclusion of advertising units in all sections of the website and in the audio/video streaming players in all sections of the website.
- K.4.01.03 Marshall agrees to a pay-per-use subscription model for users of the website's audio/video streaming service.

- K.4.01.04 Marshall agrees to provide on an annual basis to Licensee, at a minimum, 50 university athletics related items for auction on the website (e.g. signed jerseys, signed helmets, memorabilia, game day experiences, fan experiences, etc.). Marshall will deliver at its expense the auction items either to Licensee or directly to auction winning bidders.
- K.4.01.05 Marshall acknowledges and agrees it will not provide to any online third party live descriptions or statistical information, including telemetry information generated during Marshall games/events, without the prior written approval of the Licensee including, but not limited to the following formats RSS, XHTML, XML, etc. and web portals Digg, Facebook, Yahoo! buzz, etc.
- K.4.01.06 Marshall will promote Marshall athletics and inform users of relevant issues to the Marshall athletic program.
- K.4.01.07 Marshall shall prohibit additional official athletics websites from being created, including Head Coaches sites and sport specific sites, without prior written approval by Licensee.
- K.4.01.08 Marshall is responsible for all costs and arrangements incidental to providing on a daily basis editorial material, in addition to promotional pages or material it wishes to include on the site.
- K.4.01.09 Marshall is responsible for all costs and arrangements incidental to providing select live and archived audio/video content for the website that is not provided by Licensee.
- K.4.01.10 Marshall produced audio/video content must be part of a pay for usage subscription based platform. Removal of audio/video content from a pay for usage model must be approved by Licensee.
- K.4.01.11 Marshall is responsible for all costs and arrangements incidental to providing photographs for the website photo galleries and its photo store. Marshall is responsible for contracting and paying photographers and staff to upload game photos to the photo store to be used for the official photo store of the website.
- K.4.01.12 Marshall is responsible for all costs related to special requests/changes to the website. Any modifications that impact an online sponsorship must have prior written approval by licensee.
- K.4.01.13 Marshall will not license outside third parties to use Marshall marks in conjunction with any other commercial sports internet websites.
- K.4.01.14 Marshall shall not provide any outside third parties special or insider access (i.e. access to locker rooms, sidelines, players, coaches, etc.), which is not granted to all media.
- K.4.01.15 Marshall will not allow for the distribution of Marshall produced audio/video streaming content to any other commercial or non-commercial websites without prior written approval by Licensee.
- K.4.01.16 Marshall will promote official athletics website through all media under its control (e.g. public address announcements, signage, tickets, publications, advertising media).
- K.4.01.17 Marshall agrees to notify and remit to Licensee any royalty payments made in error by website vendor(s) to Marshall.

- K.4.01.18 If Marshall and Licensee elect to produce an e-newsletter, Marshall agrees to provide on a regular basis editorial material for the e-newsletter. Should Marshall produce its own e-newsletter(s), Marshall shall permit the inclusion of advertising units sold by Licensee.
- K.4.01.19 Marshall will grant Licensee exclusive access, on an agreed upon frequency to the database collected through all forms of the Official Athletic Site and ability to deliver pre-approved messages.
- K.4.01.20 Marshall will be responsible for any fees/penalties required of Licensee for early termination of vendor agreements, should Marshall reacquire from Licensee one or more of the rights described above.

APPENDIX ONE

Special Sponsorship Opportunities

A/1.1.01 Description of Property Marshall owns the right to create certain sponsorship opportunities that are unique. These opportunities, by their nature, are subject to circumstances which arise from time to time and cannot be completely defined in advance. Examples of special sponsorship opportunities include, but are not limited to, the following:

- (a) Annuities and financial products
- (b) Affinity telecommunications services
- (c) Affinity credit card products
- (d) Affinity fan programs

A/1.2.01 Rights Licensed Marshall grants Licensee a non-exclusive license to represent Marshall in the negotiation, conduct and management of special sponsorship opportunities, as approved in advance by Marshall.

A/1.3.01 Licensee Obligations Licensee may create and develop special sponsorship opportunities on behalf of Marshall and exclusively negotiate agreements for such opportunities with third party vendors, subject to the advance approval of Marshall.

A/1.4.01 Marshall Obligations For Marshall athletics only and subject to any existing arrangements, Marshall appoints Licensee as a non-exclusive licensee for these activities. Marshall agrees to provide Licensee the first right of refusal for any special sponsorship opportunity.

A/1.5.01 Special Considerations Licensee shall be entitled to a negotiated fee or commission based on the incremental revenue generated by Licensee from special sponsorship opportunities. Marshall and Licensee agree to negotiate a separate revenue sharing arrangement(s) for revenue received as a result of special sponsorship opportunities. Licensee shall be entitled to those revenues that accrue due to sales of Licensed Properties that may be part of a special sponsorship opportunity contract, which revenues shall be includible in the calculation of Gross Collected Cash Revenue and the annual royalty

APPENDIX TWO

Merchandising and Licensing Opportunities

A/2.1.01 Description of Property Marshall owns the right to license its registered trademarks and sell merchandise featuring its trademarks. These items present licensing and merchandising opportunities, which may be utilized from time to time. Net revenue (gross revenue less applicable taxes, fulfillment costs and merchandise production costs) from the exploitation of this property will be includible in the calculation of Gross Collected Cash Revenue and the annual royalty.

A/2.2.01 Rights Licensed Subject to existing arrangements, a non-exclusive license is granted to Licensee to use registered Marshall service marks and trademarks on items which are sold and marketed primarily by utilizing those properties defined in this exhibit. It includes those opportunities defined in the description of this property and any others which may subsequently be created by Licensee. Properties in categories covered by the CLC agreement must be licensed under that agreement. Other properties shall be licensed through the Director of Licensing.

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

- (a) Football, men's and women's basketball and other sports highlight videos, CD rom or DVD presentation(s) and game(s)
- (b) Contests, sweepstakes and other promotional opportunities

A/2.3.01 Licensee Obligations Licensee may produce merchandise featuring registered Marshall service marks and trademarks. If Licensee produces merchandise, it will make good faith efforts to present only high quality items for sale. Licensee will bear responsibility for inventory selection and purchase.

A/2.04.01 Marshall Obligations Marshall will provide Licensee the first right of refusal for any opportunities noted in this Appendix Two.

APPENDIX THREE EXPANDED BUSINESS LINES

A/3.1.01 Description of Property Marshall owns the right to create certain sponsorship opportunities that are unique. These opportunities, by their nature, are subject to circumstances which arise from time to time and cannot be completely defined in advance. Examples of special sponsorship opportunities include, but are not limited to, the following:

- (a) Stadium Seat Rental
- (b) Licensing
- (c) Concessions

A/3.2.01 Rights Licensed Marshall grants Licensee a non-exclusive license to represent Marshall in the negotiation, conduct and management of special sponsorship opportunities, as approved in advance by Marshall.

A/3.3.01 Licensee Obligations Licensee may create and develop special sponsorship opportunities on behalf of Marshall and exclusively negotiate agreements for such opportunities with third party vendors, subject to the advance approval of Marshall.

A/3.4.01 Marshall Obligations Upon expiration or renegotiation of current agreements with athletics as well as those outlined above, Marshall will provide Licensee the opportunity to bid on or provide a proposal for any related business lines. Marshall agrees to provide Licensee the first right of refusal to bid on or provide a proposal for any expanded business lines.

A/3.5.01 Special Considerations Licensee shall be entitled to a negotiated fee or commission based on the incremental revenue generated by Licensee from special sponsorship opportunities. Marshall and Licensee agree to negotiate a separate revenue sharing arrangement(s) for revenue received as a result of special sponsorship opportunities. Licensee shall be entitled to those revenues that accrue due to sales of Licensed Properties that may be part of a special sponsorship opportunity contract, which revenues shall be includible in the calculation of Gross Collected Cash Revenue and the annual royalty

SCHEDULE 2.07

<u>Contract Vendor</u>	<u>Agreement Dated</u>	<u>Contracted Amounts</u>
[None]		

SCHEDULE 5.04

Advertising restrictions or prohibitions instituted by the NCAA and any restrictions of Marshall are noted below:

1. Tobacco
2. Alcohol (excluding beer which is allowable and approved)

UC/WC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

FEIN: 561774026
Business name: ISP SPORTS
Doing business
as/Trading as:

Please use your browsers back button to try again.

<u>WorkforceWV</u>	<u>Unemployment Compensation</u>	<u>Offices of the Insurance Commissioner</u>
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