

TEAM AGREEMENT

This Team Agreement (this "Agreement") is entered into between adidas America, Inc., an Oregon corporation ("adidas"), and Longwood University ("School"). This Agreement is effective July 1st, 2018 and ending on June 30th, 2023. The agreement will consist of a three (3) year guaranteed deal and two (2) successive year renewals.

RECITALS

- A. School fields athletic teams and programs in **MEN**: Baseball, Basketball, Cross Country, Golf, Soccer and Tennis. **WOMEN**: Basketball, Cross Country, Field Hockey, Golf, Lacrosse, Soccer, Softball and Tennis (each, a "Team") and retains and supports the coaches, staff and student athletes in connection therewith (collectively, the "Team Participants").
- B. adidas designs, manufactures, distributes, and sells athletic footwear, apparel and related accessories and equipment through its Team Direct Sales Program (the "adidas Team Program"), the terms and conditions of sale are updated periodically in the adidas Team Sales Catalog. The products included in the adidas Team Program include Footwear Products, Non-Footwear Products, and Baseball, Fastpitch and Lacrosse Products (each as defined in Section 1 below) (collectively, "adidas Products"). adidas wishes to support School and its athletic teams and programs by, as more specifically described in this Agreement, supplying adidas Products to School under the adidas Team Program.
- C. School wishes to acquire and use adidas Products under the adidas Team Program and consistent with the terms of this Agreement.

The parties agree as follows:

AGREEMENT

1. adidas Products.

- 1.1. Footwear Products. During the Term, School agrees to purchase adidas Footwear Products directly from adidas for Team Participants' use in accordance with the adidas Team Program (████ off MSRP / █████ off MSRP for all miteam footwear products). "Footwear Products" means all footwear for Team Participants for all Team events, including competition, practices, training, coaching, travel, recruiting and media engagements.
- 1.2. Apparel, Custom Uniforms, Accessories and Equipment. During the Term, School agrees to purchase, directly from adidas, Non-Footwear Products for Team Participants' use in accordance with the adidas Team Program (████ off MSRP for all apparel) for Team Participants' use in each case for all Team events. "Non-Footwear Products" means all apparel, uniforms (including

custom uniforms), accessories, equipment (including travel bags, headwear, socks, wristbands, gloves, watches, eyewear, hard goods, and inflatables) included in the adidas Team Program, but excluding Footwear Products.

- 1.3. Baseball, Fastpitch, and Lacrosse Products. During the Term, School agrees to purchase, directly from adidas, fielding gloves/mitts, batting helmets, catchers protective equipment, batting gloves, bats, sticks, shoulder pads, elbow pads, and protective eyewear (e.g. goggles) at [REDACTED] off MSRP for Team Participants' use.
- 1.4. No Warranties. adidas shall not be liable for any injury or damage suffered by School or Team Participants from wearing or using adidas Products, and School hereby expressly knowingly and irrevocably waives all such liability, except to the extent such injury or damage is caused by adidas's gross negligence or willful misconduct. **ALL GOODS PURCHASED OR OTHERWISE ACQUIRED BY SCHOOL PURSUANT TO THIS AGREEMENT ARE TRANSFERRED AS-IS. ADIDAS HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE THAT MAY ARISE BY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.**
- 1.5. Orders. School will provide written purchase orders to adidas ("**Orders**") from time to time. An Order is not considered accepted by adidas until the adidas Products are shipped or until adidas sends an acknowledgement.
- 1.6. Shipping. All Orders, including those of adidas' licensees, are FOB adidas (FOB shipping point for all domestic shipments and FOB port for direct shipments). School assumes all risk of loss upon delivery of Products to School or School's representation at the FOB point. In the event of any conflict between this Section of the Agreement and any Order, invoice, or other communication between adidas and School now existing or hereafter entered into, the terms of this Agreement shall prevail.

2. **Exclusive Use.**

- 2.1. Athletic Activities. During the Term, School shall ensure that each Team (including all Team Participants) exclusively uses and wears adidas Products whenever engaged in any Team event and any other athletic activities for which such attire is appropriate, including games and practice sessions, being filmed by motion picture or video tape, posing for photographs, and conducting or participating in camps or clinics.
- 2.2. No Spatting. School shall not permit any Team Participant or any other person to "spat", obstruct or alter adidas's logos and marks in any way.

Exceptions to this Section 2 require written approval by adidas

3. **License.** School hereby grants to adidas the right and license, during the Term and at all times thereafter to the extent necessary for adidas' lawful business purposes, to use School's name and trademarks worldwide in connection with the development, promotion, marketing, advertising and sale of adidas Products. School shall not grant any comparable right to any other person or entity if the other person or entity is engaged in any business competitive with adidas. This license includes the right to use School's name, nickname, initials, photograph, likeness, image or facsimile image, video or film portrayals and any other means of expressing School's use of adidas Products in connection with, but not limited to, television and radio advertisements, print advertisements, advertisements on any public or private on-line service or the Internet, catalogs, posters, billboards, building murals, video or audio promotional productions, promotional or marketing appearances, and hang tags and other in-store displays. School acknowledges that no royalty shall be paid on adidas Products provided by adidas to School's Teams and Team Participants under this Agreement.

4. **Promotional Merchandise.**

4.1. Merchandise Provided if Purchase Minimums Met. During the Term, adidas will provide School with merchandise listed in Section 4.2 below, during each School Year (defined as July 1 through June 30) of the Term, contingent upon School achieving and maintaining minimum annual purchase volumes of [REDACTED] (which includes custom uniform purchases directly through the adidas Team Program). If School fails to comply with minimum purchase requirements, School will pay adidas cash compensation equivalent to the sales shortfall.

4.2. Promotional Merchandise for Each School Year. For each School Year, during the Term, adidas shall provide the following types and values of Promotional Merchandise:

Annual Product Allotment (Team Promo Accounts)	[REDACTED] @ Retail Value
AD Discretion / Gala-Fundraiser Fund	[REDACTED] @ Retail Value

*Promotional Merchandise for Spending. Each year the school spends over the below amounts, school will receive additional promotional merchandise.

Volume Spending	Product Allotment
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[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

*all spending are non-cumulative; only the highest achievements shall be compensated.

"Promotional Merchandise" means promotional merchandise orders from the adidas Team Sales Catalog. Any Promotional Merchandise allotments exclude any product provided by third party vendors or licensees including Agron, Saranac, HFS, and any other vendors or licensees authorized by adidas. Unused Promotional Merchandise amounts, as of 5:00 PM EST June 30, are forfeited by School. As a result, Promotional Merchandise cannot be carried from one School Year to the next.

- Incentive Compensation.** adidas shall provide School the following bonus amounts in any School Year if School achieves the applicable goals during such School Year.

Goal	Bonus: At Retail Value
Men Basketball - NCAA Appearance	[REDACTED]
Women's Basketball-NCAA Appearance	[REDACTED]
Men & Women's Basketball - Sweet Sixteen Appearance	[REDACTED]
Men & Women's Basketball – Elite 8 Appearance or Better	[REDACTED]
Men & Women Basketball – Conference Coach of the Year	[REDACTED]
Men & Women Basketball – Use of adidas Basketballs for Game & Practice	[REDACTED]
Baseball - NCAA Regional Appearance	[REDACTED]
Baseball - NCAA Super Regional Appearance	[REDACTED]
Baseball - College World Series Appearance	[REDACTED]
Baseball - World Series National Champions	[REDACTED]
All Other Programs - Conference Coach of the Year	[REDACTED]
All Other Programs – NCAA Appearance (Team)	[REDACTED]

Marketing Benefits. In all media and methods of communication listed below, School shall identify adidas as the School's exclusive athletic footwear, apparel, and accessory brand permitted to advertise its products. School shall also provide:

Athletic Collateral Materials

- adidas logo placement in all applicable sports' media guides and game day programs
- adidas logo placement on all collateral materials used to promote Longwood Athletics; including, but not limited to schedules, posters, camp brochures and coaches clinics

Direct Mail Inserts/Email Blasts

- Allow adidas to include two (2) direct mail inserts for Athletics per year. Adidas to provide copy and content. Adidas to pay for cost of flyer.
- Grant adidas access to your email database for School for up to four (4) email blasts per year. Adidas to provide copy and content. The intent will be to promote the adidas/School licensed merchandise outlets. School will approve design/content.

Stadium Signage

- Baseball Outfield Signage
 - (1) permanent outfield wall sign
- Basketball Arena:
 - Rotating Signage at Scorer's Table
 - Goalpost pads
- Soccer & Lacrosse Facilities:
 - Field signage – to be mutually agreed upon

Athletic Website

- adidas link on <http://www.longwoodlancers.com/> homepage listing adidas as an 'Official Corporate Sponsor'

Public Address Announcements

- (2) PA Announcements during all home games listing adidas as the official supplier/outfitter of Longwood (if applicable)
- (2) Video Board Announcements during each Volleyball and Basketball home game (if applicable)

Appearances

- Schedule Permitting: Men & Women's Basketball Coaches will make (2) adidas-sponsored appearances per year. Written notice will be provided to Head Coach (30) days in advance

- Social/Online Appearances: Head Basketball Coaches will make themselves available for (1) online social media appearance per year. Written notice will be provided (14) days in advance.

Tickets

- Four (4) Basketball Season Tickets – free of charge (upon request)
All Sports – Offered up to (4) NCAA/NIT tournament tickets free of charge (upon request)

6. **Representations and Warranties.** Each party represents and warrants that such party (i) is not party to any agreement, contract or understanding, whether oral or written, that would prevent, limit or hinder the performance of any of its obligations under this Agreement; and (ii) has the due and proper authority to enter into and perform its obligations under this Agreement.
7. **Term and Termination.**

Term. This Agreement is effective July 1st, 2018 and ending on June 30th, 2023. The agreement will consist of a three (3) year guaranteed deal and two (2) successive year renewals, unless sooner terminated pursuant to the terms of this Agreement (the "Term").

- 7.1. Termination for Cause. Either party may terminate this Agreement if the other party materially breaches this Agreement and, if such breach is curable, fails to cure such breach within 30 days of written notice from the non-breaching party. The parties acknowledge and agree that the breach of Section 2 constitutes an incurable material breach of this Agreement.
- 7.2. Termination by adidas. adidas may, in its sole discretion, reduce the amount of Promotional Merchandise described in Section 4 by 50% or terminate this Agreement if (a) one or more coaches, Teams or players are suspended or otherwise subject to material disciplinary action by the NCAA, including any disciplinary action that limits the Team's competitiveness or prevents the Team from participating in regular season or tournament games; or (b) in adidas' sole estimation one or more coaches, Teams, or players engage in conduct that reflects poorly on adidas or that harms adidas' reputation in any way.
- 7.3. Right of Suspension or Reduction. If adidas believes that School has breached any term of this Agreement, then adidas may (in its sole discretion) suspend or reduce payments of incentive compensation and/or reduce the dollar amount of adidas Products available to School under Section 4 according to the following schedule:

For the first offense, there will be a 25% reduction in the amount of Promotional Merchandise. The second offense will incur a 50% reduction in the amount of Promotional Merchandise or termination of the Agreement. The third offense will incur a 100% reduction in the amount of Promotional Merchandise or

termination of the Agreement, at adidas' sole discretion. Any reductions in the amount of Promotional Merchandise will be deducted in the following School Year unless the breach occurs in the final year of this Agreement, in which case the deduction will occur in the current School Year or in the first renewal year. The decision to apply the deduction in the current School Year or the first renewal year rests entirely with adidas.

- 7.4. Effect of Termination; Survival. The right of termination under this Agreement is not exclusive and is in addition to any and all other rights and remedies available to the parties under applicable law. The termination of this Agreement shall not relieve a party from liability for a prior breach of this Agreement. The provisions of this Agreement that by their context or nature are intended to survive the expiration or termination of this Agreement, including Sections 9.1 and 9.2 shall survive the expiration or termination of this Agreement.

8. Rights of First Dealing and First Refusal.

- 8.1. First Dealing. Beginning not less than 60 days before the end of the Term and through the end of the Term, the parties shall meet and negotiate in good faith the renewal of this Agreement ("First Dealing Period"). The parties shall not be obligated to enter into an agreement if they cannot settle on mutually agreeable terms during the First Dealing Period. During the First Dealing Period, School shall not, and School shall not permit its agents, attorneys, accountants, representatives or employees to, engage in any discussions or negotiations with any third party for any agreement or arrangement involving, in whole or in part, the same subject matter as in this Agreement, including the sponsorship, promotion, advertisement or endorsement of athletic apparel and footwear products, or providing consulting or similar services with respect to athletic apparel and footwear products ("Third Party Deal").
- 8.2. First Refusal. School shall not enter into an endorsement or similar agreement with a third party without first giving adidas an opportunity to enter into an agreement with School for such rights on the third party terms and conditions, measured solely in terms which are material, measurable and matchable ("Third Party Terms"). School shall notify adidas of the Third Party Terms it receives for any Third Party Deal. Evidence of such an offer must be on the third party's letterhead and a copy thereof must be supplied to adidas. adidas shall have 30 days from its receipt of the Third Party Terms to match such Third Party Terms. If adidas matches the Third Party Terms, then School shall enter into a new agreement with adidas consistent with the Third Party Terms.

9. School Approvals.

- 9.1. School Approval. If School utilizes a third-party licensing agent or if School utilizes a licensing department within the School administration, School agrees and acknowledges that any approvals given by the School's athletic director or his/her designee shall be sufficient for all purposes under this Agreement.
- 9.2. Notice. adidas shall provide School with items for approval. School shall approve or disapprove within five (5) business days. If School does not provide approval or disapproval with the allotted time, then this shall be deemed approval and adidas may proceed with its obligations under this Agreement.

10. **Covenants of Parties.**

- 10.1. Confidentiality. Subject to applicable state public records law, the terms of this Agreement are strictly confidential and neither party may disclose the terms hereof to any third party without the prior written consent of the other party. Notwithstanding the foregoing, either party may disclose the terms hereof to such party's professional, financial and similar advisors provided such persons are bound by covenants or obligations prohibiting further disclosure and restricting their use of such information to purposes consistent with the provisions of this Agreement.
- 10.2. Compliance with Law. Each party shall comply with all laws, rules and regulations applicable to it in the performance of its obligations under this Agreement.
- 10.3. No Resale. During and after the Term, School agrees to not sell or distribute, or to permit the sale or distribution of, any adidas Products acquired pursuant to this Agreement, provided that School may sell such adidas Products to: (i) affiliates of the School, including on-campus retail outlets that provide services or sales to the School's teams, athletic facilities, faculty, students and visitors; and (ii) vendors of the School that provide services to the School's teams or athletic facilities but only to the extent related to vendor's provision of service to the School.
- 10.4. Indemnification. To the extent permitted by the Virginia Tort Claims Act, § 8.01 – 195 et seq. of the Code of Virginia (1950), as amended, school agrees to indemnify and hold harmless adidas and its agent(s) from any and all claims made by third parties arising from or with respect to (i) the School's intellectual property or artwork created by the School or created at the direction of the School ("IP"), (ii) School's breach of this Agreement or any applicable law, or (iii) School's negligence. Nothing contained herein shall constitute a waiver of the Sovereign immunity of the Commonwealth of Virginia or the School.
- 10.5. Limitation of Liability. ADIDAS WILL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, CONTINGENT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE OR USAGE, COST OF SUBSTITUTE GOODS, ADDITIONAL COSTS INCURRED BY SCHOOL, OR CLAIMS OF THIRD PARTIES. ADIDAS'S TOTAL LIABILITY TO SCHOOL FOR

DAMAGE OR LOSS ARISING OUT OF, OR IN ANY WAY RELATED TO, THE SALE OF ADIDAS PRODUCTS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND/OR GROSS NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR ANY OTHER CAUSE SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE ADIDAS PRODUCTS TO WHICH SUCH CLAIM RELATES.

11. **Notices.** Notices required by this Agreement shall be sent to the address listed below or to such other address as the parties may from time to time by notice provide.

If to adidas:

adidas America, Inc.
5055 N. Greeley Ave.
Portland, OR 97217
Attn: Director, U.S. Team Sports

If to School:

[Name] Longwood University
[Address] 201 High Street
Farmville, VA 23901
attn: Kenneth Copeland

With a copy to:

adidas America, Inc.
5055 N. Greeley Ave.
Portland, OR 97217
Attn: Legal Dept.

With a copy to:

[TBD] Longwood Athletics
201 High Street
Farmville, VA 23901
attn: Troy Austin

Notice is effective when actually received if sent by any means that leaves a hard-copy record in the hands of the recipient. If sent registered mail, postage prepaid, return receipt requested, notice shall be deemed effective on the date the return receipt shows the notice was accepted, refused, or returned undeliverable.

12. **Miscellaneous.**

- 12.1. Severability. If any provision of this Agreement is held to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.
- 12.2. Choice of Law; Venue; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The parties hereby agree and consent to the exclusive jurisdiction and venue of any federal or State court located in Henrico County, Virginia.
- 12.3. Binding Effect. This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.


- 12.4. Assignment. School may not assign, sell or transfer this Agreement or any of its rights, interests or obligations under this Agreement without adidas's prior written consent.
- 12.5. Construction. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words *include* or *including* are used in this Agreement, they will be deemed to be followed by the words *without limitation*.
- 12.6. Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear its own expenses in connection with the preparation, execution and performance of this Agreement and the transactions contemplated by this Agreement. School shall be solely responsible for the payment of all taxes or other associated expenses on any compensation or considerations received under this Agreement.
- 12.7. School/adidas Relationship. Nothing contained in this Agreement shall be construed as establishing an employer/employee, agency, partnership or joint venture relationship between the parties. jj
- 12.8. Entire Agreement. This Agreement, together with any exhibits, schedules or attachments, the Terms and Conditions of the adidas Team Sales catalog in place at the time of each Order, the account or credit application completed in connection with execution of this Agreement, and any other documents incorporated into this Agreement by reference, all as amended from time to time, are incorporated into this Agreement by reference, and constitute the entire understanding between the parties with respect to the subject matter hereof and cannot be amended or modified except by an agreement in writing, signed by each of the parties. The order of precedence for resolving a conflict between terms and conditions contained in this Agreement shall be as follows: (i) this Agreement, (ii) the Terms and Conditions of the adidas Team Sales catalog in place at the time of an Order, and (iii) the account or credit application. All previous understandings or agreements between the parties related to the subject matter herein shall have no further force and effect.


IN WITNESS WHEREOF, the undersigned individuals hereby certify that they are duly authorized to execute this Agreement on behalf of the parties.

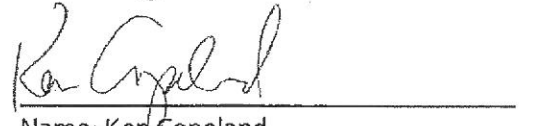
adidas America, Inc.

LONGWOOD UNIVERSITY


Name: ~~Mark Daniels~~ ~~Jeff McGillis~~
Title: VP of US Sports


Name: Troy Austin
Title: Director of Athletics


Name: Monique Hawthorne
Title: Legal Counsel


Name: Ken Copeland
Title: Vice President of Administration & Finance