

**UNIVERSITY OF NEBRASKA
FOOTBALL GAME CONTRACT**

This Football Game Contract ("Agreement") is made and entered into on this 30th day of January, 2025 ("Effective Date"), by and between the Board of Regents of the University of Nebraska, a public body corporate, acting for and on behalf of the Department of Intercollegiate Athletics of the University of Nebraska-Lincoln ("NEBRASKA"), and Miami University located in Oxford, Ohio ("MIAMI UNIVERSITY REDHAWKS").

For and in consideration of the promises and agreements of the respective parties hereto, each with the other as hereinafter set forth, the parties agree as follows:

1. One game of intercollegiate football shall be played between the institutions party hereto (the "Game"). The Game shall be played on Saturday, September 11, 2027. The Game shall be played at Memorial Stadium in Lincoln, Nebraska.
2. The Game shall be governed in all respects, including the eligibility of players, by the rules and regulations of the Big Ten Conference, the Mid-American Conference, and the National Collegiate Athletic Association (NCAA). The eligibility of all players to participate in the Game shall be governed by the rules and regulations of the respective team's conference and the NCAA.
3. In exchange for completion of the Game, MIAMI UNIVERSITY REDHAWKS will be paid by NEBRASKA a flat dollar guarantee of one million six hundred thousand dollars (\$1,600,000), on or before March 1, 2028 ("Game Guarantee"). Payment of the Game Guarantee may be by electronic transfer of funds.
4. MIAMI UNIVERSITY REDHAWKS will receive four hundred (400) Game tickets at no cost to MIAMI UNIVERSITY REDHAWKS. MIAMI UNIVERSITY REDHAWKS may request up to one thousand (1,000) Game tickets for purchase that may be sold by MIAMI UNIVERSITY REDHAWKS ("Consignment Tickets") and shall communicate with the NEBRASKA ticket manager to determine ticket allotment prior to offering tickets for sale. In addition, MIAMI UNIVERSITY REDHAWKS will timely respond to NEBRASKA's requests regarding the number of tickets sold and may release and return any unsold Consignment Tickets by notifying NEBRASKA's ticket manager in writing by not later than August 12, 2027 of the number of tickets to be released and returned. Any band seating must come from the above ticket allotment. Cheerleaders will be admitted without a ticket, if in uniform.
5. The officials for the Game shall be appointed by the Big Ten Conference.
6. NEBRASKA shall assume full responsibility for the management of the Game and will retain all rights and controls to program and concession sales.
7. NEBRASKA shall reserve one radio broadcast booth for a station designated by MIAMI UNIVERSITY REDHAWKS for the purpose of broadcasting the Game in MIAMI UNIVERSITY REDHAWKS's geographic locale.
8. The parties hereto mutually desire that the Game should have maximum media exposure. Each party may enter into agreements for radio coverage (including satellite radio) of the

Game so long as said agreements comply with the provisions set forth herein.

- (a) TELEVISION: MIAMI UNIVERSITY REDHAWKS acknowledges and agrees that (i) all rights to telecast or distribute (live or delayed, whole or condensed (including highlights), throughout the universe, in any and all markets, in any and all languages, and via any and all forms of media and methods of distribution and distribution technology) NEBRASKA home football games have been assigned by NEBRASKA to the Big Ten Conference, Inc. ("Big Ten"), which in turn has entered into agreements with certain third parties for the telecast or distribution of such games, (ii) NEBRASKA has no ability to grant to MIAMI UNIVERSITY REDHAWKS any rights for the telecast or distribution of the Game, and (iii) the Big Ten shall have the exclusive right to retain all revenues derived from the telecast or distribution of the Game. MIAMI UNIVERSITY REDHAWKS authorizes the University of Nebraska (and its conference) to use (and to authorize each entity effecting or facilitating the Game's broadcast to use) the trademarks and logos of MIAMI UNIVERSITY REDHAWKS and the names and likenesses of MIAMI UNIVERSITY REDHAWKS individual players, participants and coaches to promote and publicize the Game and the participating teams and institutions, provided that such trademarks, logos, names and likenesses must not be used as an endorsement of any product or service or in any manner prohibited by applicable NCAA rules and regulations.
- (b) USE OF GAME VIDEO: MIAMI UNIVERSITY REDHAWKS shall have the right to produce films and/or videotapes of the Game for coaching purposes and for use in a weekly coaches' show only and for no other purposes. Such films and/or videotapes may not be replayed, used, or otherwise distributed by MIAMI UNIVERSITY REDHAWKS to any person other than the incorporation of up to eight (8) minutes of highlights of the Game as part of a weekly coaches' show and to its football team coaches and players. NEBRASKA agrees to provide reasonable facilities for such cameras as may be reasonably required by MIAMI UNIVERSITY REDHAWKS to produce such films and/or videotapes. Any other usage by MIAMI UNIVERSITY REDHAWKS of game footage for the Game shall be governed by a separate agreement between the Big Ten and MIAMI UNIVERSITY REDHAWKS.
9. The Parties agree to comply with the most updated NCAA recommendations for COVID-19 Protocol (accessible at: <https://www.ncaa.org/sport-science-institute/covid-19-coronavirus>).
10. This Agreement shall be void in the event it becomes impossible or impractical to play the Game due to a Force Majeure Event. A "Force Majeure Event" shall include the following: any act of God, landslide, lightning, earthquake, hurricane, tornado, flood, blizzard, other adverse and inclement weather, fire, explosion, act of a public enemy, war, act or threats of terrorism, blockade, insurrection, riot, civil disturbance, labor dispute, strike, work slowdown, work stoppage, order or judgment of any governmental authority, contamination or destruction from any nuclear, chemical, or biological event, adoption of or change in any applicable law, epidemic, pandemic, outbreak of serious life-threatening contagious disease or health crisis, directive of athletic conference or NCAA authority or any other similar cause or similar event beyond the reasonable control of the parties.
11. Either party failing to produce its team to play the scheduled Game, for reasons other than for an Event of Force Majeure or the written mutual consent of authorized representatives

of each party, shall pay the party not at fault the sum of one million six hundred thousand (\$1,600,000) as liquidated damages plus any actual and direct expenses incurred in performance of this Agreement by the party not at fault, which sum shall be payable on or before March 1, 2028.

12. The persons executing this Agreement on behalf of the respective parties hereto hereby warrant that they are duly authorized to execute this Agreement.

BOARD OF REGENTS OF
THE UNIVERSITY OF NEBRASKA

By: Anne Barnes
Anne Barnes
Interim Vice President for Business
and Finance and CFO

RECOMMENDED:

By: Troy Dannen
Troy Dannen
Athletic Director
University of Nebraska-Lincoln

MIAMI UNIVERSITY

By: David Saylor
Name: David Saylor
Title: Athletic Director

RECOMMENDED:

By: David K. Creamer
Name: _____
Title: David K. Creamer
Senior Vice President for
Finance and Business Services
Miami University