

Execution Version

THE UNIVERSITY OF WISCONSIN-MADISON
DIVISION OF INTERCOLLEGIATE ATHLETICS
FOOTBALL GAME CONTRACT

THIS FOOTBALL GAME CONTRACT (this "Agreement") is made and entered into as of the 20th day of April, 2020 by and between The Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison Division of Intercollegiate Athletics (hereinafter designated as "Wisconsin" or the "home team"), and Miami University (hereinafter designated as "MU" or the "visiting team").

In consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. **EVENT.** The parties agree to have their respective varsity football teams play each other in accordance with the terms of this Agreement. The game shall be held on Saturday, August 30, 2025 in Madison, Wisconsin, with kickoff at TBA.
2. **RULES OF THE CONTEST.** Each contest shall be governed in all respects, including the eligibility of team members, by the rules of the National Collegiate Athletic Association (NCAA), the athletic conference to which each team belongs, and the institutional rules of each party.
3. **OFFICIALS.** Officials shall be appointed and paid for by the Big Ten Conference.
4. **COMPENSATION.** The home team agrees to pay the visiting team the fixed sum of One Million Six Hundred Thousand U.S. dollars (\$1,600,000.00), as full and complete compensation for participating in said game. The guarantee will be paid within thirty (30) days of the contest.
5. **TICKETS.** The visiting team shall receive four hundred (400) complimentary tickets. In addition, the visiting team shall have the option of purchasing up to one thousand five hundred (1,500) game tickets at the single game ticket price. Ticket prices shall be established by the home team no later than the last day of March preceding the playing of the contest. The visiting team shall return all unsold tickets to the home team in sufficient time to reasonably allow for their sale prior to the game. In no case, however, shall more than three hundred (300) tickets be returned later than one month prior to the game and no more than one hundred fifty (150) tickets shall be returned on the day of the game. Payment for all tickets used by the visiting team and all unsold tickets not returned to home team will be billed to the visiting team within one week of the contest.
6. **CHEERLEADERS/BAND MEMBERS.** Upon mutual agreement of the parties, the visiting team's cheerleaders, yell leaders, mascots, and members of the marching band (all in uniforms and the band with instruments) shall be admitted to the game at no cost and be permitted to perform, it being understood that a request by the visiting team for such an agreement shall be made no later than two months prior to the date of the contest.
7. **EXPENSES.** Except as otherwise provided in this contract, the visiting team shall be responsible for defraying any and all of its own costs including, but not limited to, transportation, meals and lodging related to participation in the game.
8. **DAMAGES.** Either party failing to comply with the conditions of this Agreement, either by cancellation or failure to appear, shall pay the sum of One Million Six Hundred Thousand U.S. dollars (\$1,600,000.00) to the other party as reasonable and contemplated liquidated damages as the sole legal

remedy, unless such cancellation shall be by mutual consent, in which case this Agreement shall be null and void.

9. **RADIO BROADCAST RIGHTS.** The radio broadcast of the game shall be under control of the home team. The visiting team shall be permitted one (1) commercial originating station feeding the visiting team's commercial radio network and one (1) official institutional or student operated originating station feeding the visiting team's campus, at no charge. Other radio origination rights and fees to be assigned by the home team with all receipts remaining the property of the home team.

10. **TELEVISION BROADCAST RIGHTS.**

A. **TELEVISION:** Visiting team acknowledges and agrees that (1) 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) Wisconsin's home football games have been assigned by Wisconsin to The Big Ten Conference, Inc. ("The Big Ten"), which in turn has entered into agreements with certain third parties for the telecast or distribution of such games, (2) Wisconsin has no ability to grant to visiting team any rights for the telecast or distribution of games played pursuant to this Agreement in which Wisconsin is the home football team or of games played pursuant to this Agreement at certain neutral sites and (3) The Big Ten shall have the exclusive right to retain all revenues derived from the telecast or distribution of games played pursuant to this Agreement in which Wisconsin is the home football team or of games played pursuant to this Agreement at certain neutral sites.

Notwithstanding the foregoing, the respective rights, if any, of visiting team with respect to the telecast or distribution of the game played pursuant to this Agreement (and the revenues derived therefrom) shall be governed by a separate agreement between The Big Ten and visiting team, which separate agreement shall govern certain aspects of any football games played between the member institutions of The Big Ten and visiting team, provided, that in the absence of any such separate agreement, the terms of this Agreement shall control.

B. **USE OF GAME VIDEO:** Visiting team shall have the right to produce films and/or videotapes of the football games played pursuant to this Agreement for coaching purposes and for use in a weekly coaches' show only and for no other purpose. Such films and/or videotapes may not be replayed, used or otherwise distributed by the visiting team to any person other than the incorporation of up to eight minutes (8:00) of highlights of the game as part of a weekly coaches' show and to its football team coaches and players. The host institution agrees to provide reasonable facilities for such cameras as may be reasonably required by the visiting team to produce such films and/or videotapes. Any other usage by the visiting team of footage of games played pursuant to this Agreement shall be governed by a separate agreement between The Big Ten and visiting team.

11. **IMPOSSIBILITY AND FORCE MAJEURE.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) regional or global epidemics, pandemics, quarantines, and other similar health threats (e.g. coronavirus, influenza, etc.); and (i) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall give prompt notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to

continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of twenty (20) days following written notice given by it under this section, either Party may thereafter terminate this Agreement upon five (5) days' written notice.

12. SEVERABILITY. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court which has jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained.

13. INTEGRATION. This Agreement constitutes the entire Agreement between the parties hereto pertaining thereto, whether written or oral. No covenant, representation or condition not expressed in this Agreement shall affect or be deemed to interpret, change or restrict the express provisions hereof.

14. NON-LIABILITY OF GOVERNING BOARD. No member, individually or collectively, or officer of the Board of Regents of the University of Wisconsin System or the governing body of the visiting team incurs or assumes any individual or personal liability by the execution of this Agreement or by reason of default of either party to this Agreement in the performance of any of the terms. All such liability of members or officers of the Board of Regents of the University of Wisconsin System or the governing body of the visiting team, as such, is hereby mutually released as a condition of and in consideration of the execution of this Agreement.

15. CHOICE OF LAW. All contractual or non-contractual duties, obligations, and liabilities of MU arising from or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and are subject to the exclusive jurisdiction of the courts of competent jurisdiction located in the State of Ohio. All contractual or non-contractual duties, obligations, and liabilities of Wisconsin arising from or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, and are subject to the exclusive jurisdiction of the courts of competent jurisdiction located in the State of Wisconsin. The parties agree that nothing in this Agreement shall be construed as a waiver of the sovereign immunity of MU and/or the State of Ohio beyond the waiver provided in Ohio Revised Code 2743.02.

16. WAIVER OF RIGHTS. None of the terms or conditions herein shall in any manner be altered, amended, waived or abandoned, except by written agreement of the parties, and no delay by either team in enforcing any of its rights hereunder shall be deemed a waiver of such rights.

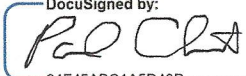
17. GENERAL. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns. The persons executing this Agreement on behalf of the respective parties hereby warrant that they are duly authorized and empowered by the parties to so execute.

[Signature Page Follows]

IN WITNESS HEREOF, the parties have set their hands effective as of the day and year first above written.

FOR: UNIVERSITY OF WISCONSIN

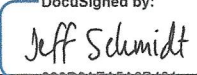
FOR: MIAMI UNIVERSITY

By: 
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Paul Chryst, Head Football Coach

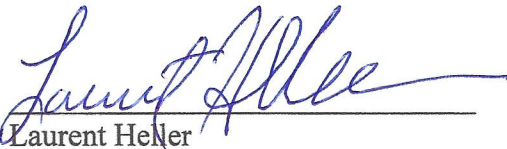
Date: 4/29/2020 | 11:22 AM CDT

By: 
David Creamer, CFO

Date: 4-27-2020

By: 
330D2AE5A0B481...
Director of Athletics or Designee

Date: 4/29/2020 | 1:16 PM CDT

By: 
Laurent Heller
Vice Chancellor for Finance and
Administration

Date: 5/5/2020