

RETAIL SERVICES AGREEMENT

THIS RETAIL SERVICES AGREEMENT (this "Agreement") is made by and between Miami University, a public university established and existing under the laws of the State of Ohio ("Miami"), and Rally House Stores, Inc. ("Rally House"). Miami and Rally House are each referred to herein as a "Party" and collectively as "Parties". Capitalized terms used in this Agreement shall have the meaning assigned to such terms in this Agreement. This Agreement shall be effective for all purposes as of the date it is signed by Miami. (the "Effective Date").

BACKGROUND

WHEREAS, Rally House desires to render e-commerce and potential other services to Miami, and Miami desires to receive such services from Rally House, pursuant to an arrangement in which Rally House will serve as the exclusive official online retailer for Miami in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

ARTICLE 1 CERTAIN DEFINITIONS

The following terms shall have the meanings set forth in this Article 1 when used in this Agreement.

1.1 "CLC" means Collegiate Licensing Company, which is Miami's current trademark and brand licensing partner. As used in this Agreement, CLC shall also refer to any future trademark and brand licensing partner that Miami may engage during the term of this Agreement.

1.2 "E-Commerce Services" has the meaning set forth in Section 2.1 of this Agreement.

1.3 "Intellectual Property" means: (a) all information, inventions, improvements, developments, processes, know-how, trade secrets, formulae, names, designs, works of authorship, drawings, models, manuals and systems, whether or not protectable by patent, trademark, copyright or other rights; (b) all related Intellectual Property Rights and any other rights, applications or registrations; and (c) all goodwill and benefits associated with the foregoing.

1.4 "Intellectual Property Rights" means any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the universe, including copyrights, moral rights, and mask-works; (b) Trademark rights and similar rights; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) all other intellectual and industrial property rights of every kind and nature throughout the universe and however designated (including domain names, logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise; and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

1.5 "Law(s)" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any federal, state, local, or

foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

1.6 "Licensed Trademarks" means the Trademarks, as well as any other names, symbols, designs or colors of Miami, including, without limitation, the trademarks, service marks, designs, team names, nicknames, abbreviations, city/state names in appropriate context, slogans, logo graphics, mascots, seals and other symbols associated with or referring to Miami, that are licensed to Rally House or its authorized vendors and suppliers by CLC.

1.7 "Miami Athletics" means the Department of Athletics for the Oxford campus of Miami University.

1.8 "NCAA Rules" has the meaning set forth in Section 12.2 of this Agreement.

1.9 "NIL" means name or likeness (actual, simulated, caricature or otherwise), image, picture, voice, personality, signature, audio and/or visual presentations, biographical material, depiction, appearance, endorsement, athletic reputation or similar property.

1.10 "Online Store" means the Miami Athletics official e-commerce site located at shopmiamiredhawks.com (or such successor site as designated by Miami).

1.11 "Paid Search" means paid advertising campaigns by Rally House utilizing search engines, including without limitation, Google, Yahoo and Bing. This includes search engine optimization (SEO) and pay-per-click (PPC).

1.12 "Performance Standards" has the meaning set forth in Section 3.1(a) of this Agreement.

1.13 "SA(s)" means intercollegiate D1 student-athlete(s).

1.14 "Services" means E-Commerce Services and all other services and deliverables Rally House is obligated to provide or deliver under this Agreement.

1.15 "Trademark" means any trademark, service mark, trade name, URL, domain name, trade dress, proprietary logo or insignia, or other source or business identifier.

ARTICLE 2 SCOPE OF SERVICES

2.1 Licensed Merchandise.

(a) During the term of this Agreement, Rally House will serve as Miami Athletics' official online retail partner for all officially Miami-licensed merchandise that is approved by Miami Athletics for sale by Rally House and that bears Miami's Licensed Trademarks or co-branded merchandise (including championship merchandise with conference logos as well) (the "Licensed Merchandise") via the Online Store. This exclusivity, and other rights granted to Rally House, (i) do not apply to, nor affect other Miami-controlled retail operations, including without limitation, the campus bookstore; and (ii) do not restrict authorized third parties from selling Licensed Merchandise. Rally House shall be responsible for obtaining and maintaining a commercially reasonable assortment of Licensed Merchandise for sale through the Online Store, which is reasonably likely to appeal to customers who are enthusiasts of Miami Athletics. All merchandise sold by Rally House pursuant to this Agreement will be Licensed Merchandise or other mutually agreed upon game day merchandise.

(b) During the term of this Agreement, Rally House has the right to sell Miami Athletics-related replica game jerseys bearing both the Licensed Trademarks of Miami and the NIL of Miami Athletics' current and former SAs; provided, however, that any and all clearances, licenses and permissions required from any person other than Miami itself for such sales (including but not limited to SAs whose NIL is used) shall be the sole responsibility of Rally House.

(c) Subject to Miami's written consent in each instance, Rally House and Summit Sportswear, LLC and any related affiliate or subsidiary of Rally House may obtain licenses through CLC to manufacture Licensed Merchandise for certain product categories at reduced royalty-rates [REDACTED] standard license rate [REDACTED] and current license rate for College Vault [REDACTED].

2.2 E-Commerce Services.

(a) Rally House shall provide full-service e-commerce merchandising services as further described in this Agreement, including without limitation Exhibit A (the "E-Commerce Services"). As part of the E-Commerce Services, Rally House shall maintain and operate on a turn-key basis, at its sole cost and expense, an e-commerce store via the Online Store for Miami Athletics during the term of the Agreement. Miami shall own and control all naming rights in and to the Online Store with the exception of Rally House Intellectual Property at the time of Agreement execution. Rally House shall be solely responsible for inventory management and order fulfillment for all Licensed Merchandise to be sold through the Online Store, designing the "look and feel" of the Online Store to match Miami's overall brand standards and subject to Miami's approval, Online Store payment processing and fulfillment systems, customer support services for the Online Store, marketing support, and all other elements and services needed for the efficient, turn-key operation of the Online Store.

(b) Miami Athletics will provide a "Shop Button" on the home page via the header, team page navigation dropdowns, team pages, roster and individual player pages subject to Miami Athletics' written approval not to be unreasonably withheld, on the official Miami Athletics website and access to market including shoppable content areas through all other social media channels and e-commerce platforms controlled by Miami Athletics. Miami Athletics will work to ensure visibility across all form factors (i.e., desktop, mobile, tablet, etc.).

(c) Rally House will be responsible for assuring the Online Store is operational and consistent with industry standards and all Laws.

(d) As part of the E-Commerce Services, Rally House shall be responsible for acquiring all rights to use, and complying with, the applicable terms and conditions of the e-commerce platform and related software utilized in connection with the operation of the Online Store at its sole cost and expense.

ARTICLE 3 ADDITIONAL SERVICES TERMS

3.1 Performance Standards.

(a) General. Commencing on the Effective Date, Rally House will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement including maintaining both server and site uptime of 99.95%(the "Performance Standards"). The Parties will seek to promote consistency of the scope of Services and Performance Standards so as to facilitate the implementation of

best-practice management processes, systems, and methodologies, and to facilitate the achievement of economies of scale and purchasing power through the aggregation of site requirements for products and services wherever practicable.

(b) Root Cause Analysis. If Rally House fails to meet a Performance Standards, Rally House shall take the following actions, each as soon as practicable under the circumstances: (i) investigate and report in writing on the root cause of the problem; (ii) advise Miami in writing of the remedial efforts being undertaken with respect to this failure to meet the Performance Standard; (iii) execute such remedial efforts, correct the problem, and begin meeting the Performance Standard; (iv) advise Miami in writing from time to time on the status of Rally House's remedial efforts; (v) provide reasonable evidence to Miami that the problem has been corrected; and (vi) take appropriate preventive measures so that the problem does not recur and give written notice of such preventive measures to Miami.

(c) Continuous Improvement of Performance Standards. Rally House shall on a continuous basis, as part of its total quality management process, (i) identify ways to improve the Performance Standards; and (ii) identify and, where possible, apply proven techniques and tools from other installations within its operations that would benefit Miami either operationally or financially. Rally House shall, from time to time, include updates with respect to such improvements, techniques, and tools in the reports provided to Miami hereunder.

(d) Termination for Downtime. Miami shall have the right to terminate this Agreement for its convenience or for cause, without further liability to Rally House, if (i) the Online Store (including the servers or websites supporting the Online Store) is down for 6-hours or more in three or more 24-hour periods during a Contract Year; or (ii) the Online Store (including the servers or websites supporting the Online Store) is down for 6-hours or more in two consecutive 24-hour periods.

3.2 Marketing Support. Miami will collaborate with Rally House to develop a mutually agreed-upon marketing plan to help promote the Online Store. On a quarterly basis, Rally House shall provide Miami with reports detailing all paid marketing plans and results, including without limitation, those related to any Paid Search. Any use by Rally House of Miami Data (and any Miami database) in connection with any such marketing support shall be subject to the terms of Article IX. Miami and Rally House may provide each other with aggregated de-identified data for marketing and other purposes or uses mutually agreed upon by the parties. Notwithstanding the foregoing, Miami agrees to provide the following support to Rally House:

(a) Institutional support with email and other digital marketing campaigns promoting the online Rally House website;

(b) Inclusion in gameday emails sent to the athletics' master list and/or season and single-game ticket buyers promoting online store;

(c) Home game promotional campaigns to university athletics social pages supporting the online store; and

(d) Access to customer and other data to promote licensed merchandise (subject to privacy laws, including FERPA);

ARTICLE 4 LICENSED MERCHANDISE REQUIREMENTS

4.1 Inventory. Rally House will purchase goods and maintain inventory levels of Licensed Merchandise for the Online Store as necessary to meet reasonably anticipated consumer demand, and will be responsible for all inventory in its possession and control throughout the term of this Agreement. Rally House will comply with all inventory plans and product mix, sourcing and other requirements of Miami, and will consult with and obtain Miami's express prior written approval of any anticipated or requested modifications to such approved inventory in advance. Without limitation of the foregoing, Rally House will consult with the Miami on product mix and inventory decisions at all stages that are customary and appropriate in connection with the performance of the Services. Rally House will source its inventory of Licensed Merchandise solely and exclusively from authorized licensees of Miami.

4.2 Quality. All Licensed Merchandise shall be of premium first quality, and shall comply with all Laws, NCAA Rules (as defined below) and the terms of this Agreement. No imitation, adulterated, or misbranded article shall be sold or kept for sale.

4.3 Pricing. Unless otherwise expressly approved by Miami, all Licensed Merchandise shall be sold at its applicable MSRP and the pricing for all Licensed Merchandise shall be the same for the Online Store. All products will be priced according to competitive industry standards.

ARTICLE 5 TERM AND TERMINATION

5.1 Term. Subject to earlier termination in accordance with this Agreement, the initial term of this Agreement shall commence on the Effective Date and continue in effect until June 30, 2030. Each period ending June 30 shall be considered a "Contract Year". The Parties shall have the right to renew this Agreement on the same terms and conditions for an additional one (1) to five (5) year term by mutually executing a renewal prior to the end of the initial term.

5.2 Termination for Cause. Either Party has the right to terminate this Agreement upon written notice of termination given to the other Party if the other Party commits a material breach or default under this Agreement which breach or default is not remedied within 30 days after receipt of written notice thereof by the Party in breach or default or is not capable of being remedied within such 30-day period. Further, Miami has the right to terminate this Agreement immediately upon written notice (a) in the event of non-compliance by Rally House with applicable environmental, labor, health and safety laws or regulations, (b) if Rally House breaches Article 10 (Proprietary Rights), (c) in the event of a Force Majeure which continues for 30 days or more, or (d) if Rally House commits numerous or repeated breaches of its duties or obligations under this Agreement where the collective impact of such breaches constitutes a material breach of this Agreement.

5.3 Other Termination.

(a) Only to the extent applicable, in the event Miami consents in writing to an assignment or other transfer of this Agreement by merger, operation of law, asset sale, or any other acquisition or business combination in connection with a direct or indirect change of control of Rally House, Miami reserves the right to immediately terminate this Agreement by providing the assignee or successor in interest with written notice within ninety (90) days following the date of such consent.

(b) This Agreement is subject to all necessary funds being available or encumbered pursuant to Ohio R.C. 126.07. If the state legislature-approved appropriations do not include funds for the

continuation of this Agreement for any fiscal year after the first year and the budget for Miami Athletics has no funds to continue this Agreement, then Miami may terminate this Agreement without penalty or additional costs by giving Rally House thirty (30) days written notice.

(c) Either Party has the right to terminate this Agreement upon written notice of termination given to the other Party if the other Party (a) makes an assignment for the benefit of creditors; (b) permits the appointment of a trustee or receiver of all or a substantial part of its assets; (c) is generally unable to meet its obligations when due; or (d) institutes voluntary proceedings in bankruptcy or insolvency, permits involuntary institution of such proceedings against it, or commits any other act of bankruptcy.

5.4 Effect of Expiration or Termination. Upon expiration or termination of this Agreement:

(a) Payment. Rally House will pay any outstanding, unpaid Royalties to Miami within ninety (90) days of the effective date of termination.

(b) Miami Materials and Intellectual Property. Rally House shall (i) immediately cease use of and return to Miami, all Miami Intellectual Property and Miami Confidential Information; and (ii) as instructed by Miami, either: (A) deliver to Miami all materials, including equipment and software furnished by or on behalf of Miami to Rally House or specifically paid for by Miami in connection with the Services ("Miami Materials") to the place and in the manner specified by Miami; or (B) grant Miami reasonable access to permit Miami to remove all Miami Materials and to cooperate with Miami in such removal and to permit Miami to use its facilities, equipment and employees to assist in and facilitate such removal.

(c) Transition and Transfer. For a period of up to ninety (90) days following the expiration or termination of this Agreement for any reason, Rally House shall, upon Miami's request, cooperate in good faith with Miami and its designees, if any, to ensure a reasonably seamless transition of the Services to Miami or its designees, if any. Further, as applicable and upon Miami's request, Rally House shall transfer with the approval of the applicable third parties, all contracts and arrangements, if any, entered into by Rally House pursuant to this Agreement. Such transfer shall be at no cost to Miami except reasonable and documented out of pocket costs incurred by Rally House in connection with such transfer.

ARTICLE 6 COMPENSATION

6.1 Definitions.

(a) "Gross Sales Receipts" means the amount equal to all gross revenues (whether received via cash, credit, check, mobile pay or other similar transaction) derived by Rally House from the sale of Licensed Merchandise during the applicable period pursuant to this Agreement, less the Cost of Goods and a fifteen percent (15%) administrative fee per item for site hosting, administration and maintenance as well as (a) amounts returned to customer for refunds on returns or exchanges, (b) sales taxes, excise taxes, or ad valorem taxes required by applicable taxing authorities and governing jurisdictions, (c) the amount of shipping expenses incurred on deliveries to customers and actually passed through to the paying customer without markup by Rally House (provided, however, that if and to the extent that Rally House marks up shipping and handling expenses beyond the actual expense of shipping, any such excess amount collected above actual shipping expenses shall be included in Gross Sales Receipts), (d) original sale of gift cards (provided, however, that the redemption/use of purchased gift cards shall be included in Gross Sales Receipts), and (e) payment tender processing fees not to exceed 3% of sale price.

6.2 Royalties.

(a) Calculation. Rally House shall pay Miami royalties on the sale of all Licensed Merchandise as follows (the "Royalties" or "Royalty"):

(i) For all Gross Sales Receipts collected by or on behalf of Rally House via sales of Licensed Merchandise through the Online Store: Twenty Percent [REDACTED]; and

(ii) For all Gross Sales Receipts collected by or on behalf of Rally House via sales of Licensed through the Online Store tied to a Paid Search Five Percent: [REDACTED]

(b) Payment. Rally House shall pay the applicable Royalties to Miami on a quarterly basis. Rally House shall submit written reports to Miami within thirty (30) days after the end of each such quarter, accompanied with supporting documentation (setting forth, in reasonable detail, separately for the Royalty categories set forth in Section 6.2(a), the Gross Sales Receipts derived by Rally House under this Agreement which are the basis for the Royalty amounts). During the term of this Agreement and for two (2) years following the expiration or earlier termination of this Agreement, Miami shall have the right, upon reasonable notice to Rally House, to audit the relevant books and records of Rally House for purposes of calculating the Royalty amounts due and verifying proper calculation and payment of Royalties.

(c) No Connection to CLC License Agreements. For the avoidance of doubt, no payments made by Rally House to Miami under this Agreement shall be considered royalties for the use of Miami's trademarks in merchandise production. All royalties for the use of Miami's trademarks in merchandise production shall be paid pursuant to a separate license agreement with CLC.

6.3 Gift Cards. At no cost to Miami, Rally House shall provide Miami with [REDACTED] in merchandise gift cards each year this Agreement remains in place. Miami shall advise Rally House how it would like the gift cards provided (i.e. total number of cards and break down of amounts on the cards).

6.4 Taxes. Rally House shall be solely responsible for, and collect and pay for, all sales, use, value added, property and excise taxes relating to the provision of the Services, and any and all imposts, customs duties, consular fees or charges related to importation or exportation, including, without limitation, any tariffs, penalty duties, anti-dumping duties, or countervailing duties and any interest or penalties in connection with the foregoing, but excluding any taxes based upon Miami's income (collectively, "Taxes"), imposed by any federal, state, local, municipal or foreign governmental authority on any transaction contemplated hereunder, and Rally House shall fully indemnify Miami in connection with the payment of all such Taxes.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 Rally House hereby represents, warrants and covenants (as applicable) to Miami that:

(a) Rally House is duly authorized and has the full legal right to enter into this Agreement and provide all Services provided under this Agreement;

(b) the execution of this Agreement shall not cause Rally House to breach or be in default under any other agreement;

(c) no consents or approvals are necessary under any agreement to which Rally House may be a party in order for this Agreement to be effective in accordance with the terms set forth herein;

(d) the Personnel and permitted subcontractors it assigns to perform the Services shall be competent to perform the Services as required hereunder;

(e) the Services performed under this Agreement shall be of professional quality, consistent with generally accepted industry standards for the performance of services of a similar nature;

(f) Rally House shall fully cooperate in any decision by Miami to recall, retrieve and/or replace any Licensed Merchandise;

(g) the Services shall: (i) comply in all respects with their specifications; (ii) not infringe or otherwise misappropriate any third party Intellectual Property Rights; and (iii) be free from any material defects or errors;

(h) Rally House shall keep Miami reasonably informed as to any problems encountered with the Licensed Merchandise and any resolutions arrived at for those problems. Rally House shall also promptly notify Miami of any infringement of any of the Licensed Trademarks, Miami Intellectual Property or other Intellectual Property Rights relating to the Licensed Merchandise that Rally House becomes aware of during the term of this Agreement;

(i) Rally House shall comply with all Laws in the performance of its obligations under this Agreement;

(j) Rally House will not attempt to enforce any of the prohibited provisions described in Ohio R.C. 9.27(B) against Miami;

(k) Rally House is not subject to an "unresolved" finding for recovery under Ohio R.C. 9.24;

(l) Rally House does not and will not discriminate on the basis of religion, race, color, creed, national or ethnic origin, sex, age, disability, political affiliation, gender identity or expression, sexual orientation, pregnancy, or status as a veteran or member of the military;

(m) Rally House is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of the Agreement as outlined in Ohio R.C. 9.76; and

(n) Rally House shall not provide any services to Miami under the Agreement outside of the United States of America, and will abide by all requirements of Ohio Executive Order 2019-12D.

ARTICLE 8 INSURANCE

8.1 Insurance Coverages. At its sole expense, Rally House shall procure and keep in force, during the term of this Agreement, full and adequate insurance coverage of all of its operations pursuant to this Agreement, with minimum coverage as follows:

COMMERCIAL GENERAL LIABILITY

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$1,000,000	Products - Completed Operations

\$1,000,000 Personal and Advertising Injury

EXCESS LIABILITY

\$2,000,000 Each Occurrence

\$2,000,000 Aggregate

WORKERS' COMPENSATION

Statutory

EMPLOYER'S LIABILITY

\$500,000 Each Accident

\$500,000 Disease - Policy Limit

\$500,000 Disease - Each Employee

CYBER LIABILITY (FIRST PARTY AND THIRD-PARTY COVERAGE)

\$2,000,000 Each Occurrence

\$5,000,000 Aggregate

8.2 Certificate of Insurance. A Certificate (or Certificates) of Insurance evidencing such coverage shall be provided to Miami, at the following email address, at least five (5) business days prior to the Rally House's first performance of Services under this Agreement, and as reasonably requested by Miami from time to time thereafter, at: vpfinancebusiness@MiamiOH.edu (Attention: Risk Manager).

8.3 Subcontractors. If Rally House shall make use of any subcontractor in performing hereunder, Rally House shall cause each such subcontractor to maintain the same types and limits of insurance coverage described above, at their expense, to name the same additional insureds as described above and to provide Miami with evidence thereof in advance of rendering the Services.

**ARTICLE 9
PROPRIETARY RIGHTS**

9.1 Intellectual Property.

(a) Pre-Existing.

(i) Each Party shall retain such ownership or control of all Intellectual Property that such Party had prior to the Effective Date or that it developed outside the scope of this Agreement without the use of the other Party's Intellectual Property ("Pre-Existing IP").

(ii) For clarity, all Licensed Trademarks and any other Intellectual Property contained in or relating to the Licensed Merchandise is Pre-Existing IP of Miami.

9.2 License to Miami Intellectual Property.

(a) To the extent Rally House is granted the right to use any Licensed Trademarks or other Intellectual Property of Miami or its affiliates, licensors, customers, suppliers or providers "Miami Intellectual Property") under this Agreement, such use shall be (i) under a limited, nonexclusive, nontransferable license to use by those Rally House employees with a need to use such Miami Intellectual Property during the term of this Agreement; and (ii) solely as necessary in connection with performing Rally House's obligations under this Agreement (e.g., creating and maintaining the Online Store, email communications, etc.). For avoidance of doubt, any use of Miami Intellectual Property under this Agreement shall not extend to Rally House's production of Licensed Merchandise, and Rally House hereby acknowledges and agrees that it must obtain a separate license from CLC to produce Licensed Merchandise. Such use of Miami Intellectual Property shall inure to the benefit of Miami. Nothing herein shall be construed as an assignment of any rights in Miami Intellectual Property.

(b) For the avoidance of doubt, Miami shall not provide any marketing, promotional, or other services to Rally House under any CLC license agreement. Any marketing, promotional, or other services provided by Miami to Rally House shall be governed exclusively by this Agreement and shall not be considered part of any trademark licensing arrangement with CLC.

9.3 Confidential Information.

(a) Definition. "Confidential Information" means confidential or other proprietary information that is exchanged by the parties under this Agreement that is marked as confidential, proprietary or sensitive or should reasonably be deemed confidential or proprietary based on the nature of such information and/or the circumstances of disclosure; provided for purposes of this Agreement, Confidential Information does not include information which: (i) is or becomes a part of the public domain through no fault of the Receiving Party, (ii) is in the Receiving Party's possession, with no confidentiality restrictions, prior to the exchange, or (iii) is independently developed by the Receiving Party without use of or reference to any Confidential Information. The Party disclosing Confidential Information (or on whose behalf such Confidential Information is disclosed) shall be deemed the "Disclosing Party" and the Party receiving such Confidential Information (or on whose behalf such Confidential Information is received) shall be deemed the "Receiving Party".

(b) Specified Confidential Information. For purposes of this Agreement, Confidential Information of Miami shall be deemed to include Miami Data (defined below); materials containing, and information concerning, Miami's marketing, branding efforts that have not been publicly released by Miami; information concerning products of Miami and Miami affiliates, or the development, manufacture, marketing, distribution and servicing of products of Miami and Miami affiliates. Without limitation of the foregoing, and subject to release under 9.3(d) and (e) below, this Agreement and its terms and conditions constitute Confidential Information of Rally House and Miami, and shall be maintained as confidential as set forth herein. Accordingly, and to the extent permitted by law, this Agreement is not to be disclosed to any third party, other than the Parties' employees, agents and consultants in connection with and performance of their obligations described herein.

(c) Obligations. During the term of this Agreement and after expiration or termination of this Agreement, the Receiving Party shall: (i) maintain any Confidential Information of the Disclosing Party in confidence and in accordance with the same care and caution, but in no event less than a reasonable degree of care, that the Receiving Party affords to its own confidential and proprietary information; (ii) take all reasonable precautions to prevent the unauthorized disclosure of Confidential Information of the Disclosing Party; and (iii) not use any Confidential Information of the Disclosing Party for any purpose other than: (A) to perform its obligations under this Agreement and (B) to enforce its rights and/or to receive its intended benefits under this Agreement.

(d) Disclosure to Representatives. The Receiving Party may disclose Confidential Information to its affiliates and to its and its affiliates' officers, directors, employees or agents (collectively, "Representatives"), each with a need to know such Confidential Information in order for such Party to perform its obligations, to enforce its rights and/or to receive its intended benefits under this Agreement; provided that the Receiving Party:

- (i) advises its Representatives of the confidential nature thereof; and
- (ii) takes all reasonable precautions to prevent its Representatives from disclosing such Confidential Information to any unauthorized person, firm or company.

The Receiving Party shall be liable to the Disclosing Party for any failure by any of its Representatives to treat any Confidential Information in the same manner as the Receiving Party is obligated to treat such Confidential Information under the terms of this Agreement. Any disclosure to a Representative of a Party shall be deemed a disclosure to such Party for purposes of this Agreement.

(e) Compelled Disclosures. Notwithstanding the foregoing, either Party shall be permitted to disclose Confidential Information of the other Party (including without limitation this Agreement) to the extent required by any judicial or governmental order, the Ohio Public Records Act (or Open Meetings Act), or any NCAA Rules. Prior to disclosing any such Confidential Information received from the other party pursuant to any judicial or governmental order, the receiving Party shall give the other Party sufficient prior notice to contest such order. Rally House hereby consents to Miami releasing copies of this Agreement pursuant to any properly made request under the Ohio Public Records Act.

(f) Return of Confidential Information. Upon the request of the Disclosing Party after termination or expiration of this Agreement, the Receiving Party shall: (i) promptly deliver the non-oral Confidential Information of the Disclosing Party to the Disclosing Party and (ii) cause all copies, summaries, synopses or derivations thereof to be destroyed; provided, however, that each Party may retain: (A) an archival copy or other appropriate record of any such Confidential Information to assure compliance with this Agreement or any applicable governmental requirements or to resolve any disputes arising from this Agreement and (B) Confidential Information to the extent it has become included in automatic "backups" by routine procedures or by electronic communication or information management systems. Any Confidential Information retained in accordance with this Section shall remain subject to the use and confidentiality restrictions in this Agreement.

(g) Right to Disclose Information. Each Party hereby represents and warrants that: (i) it has the right to disclose to the Receiving Party any Confidential Information disclosed by or on behalf of such Disclosing Party and (ii) such disclosure does not violate or constitute a breach of any agreement to which such Disclosing Party is otherwise bound.

9.4 Data Ownership and Security.

(a) Miami Data. Rally House agrees that it may (i) create, host, maintain, (ii) receive from or on behalf of Miami and/or its students, or (iii) have access to, records or record systems containing Miami Data. "Miami Data" means any and all information, data, materials, works, expressions or other content that are provided to, uploaded to, stored or otherwise accessible by Rally House pursuant to or in connection with this Agreement, including without limitation customer data for all purchasers of Licensed Merchandise and other products through the Online Store. All output, copies, reproductions, improvements, modifications, adaptations, translations and other derivative works of, based on, derived from or otherwise using any Miami Data are themselves also Miami Data. Miami Data is deemed to be Confidential

Information of Miami. In the event of a conflict or inconsistency between this Section 9.4 and Section 9.3, the terms and conditions set forth in this Section 9.4 shall govern and control Miami Data.

(b) Data Ownership. Miami possesses and retains all right, title, and interest in and to Miami Data, and Rally House's use and possession thereof is solely on Miami's behalf. Miami may access and copy any Miami Data in Rally House's possession at any time, and Rally House shall reasonably facilitate such access and copying promptly and without undue delay after Miami's request.

(c) Access and Use. Unless it receives Miami's prior written consent, Rally House shall not: (i) access, process, or otherwise use Miami Data other than as necessary to facilitate the provision of the Services under this Agreement; (ii) permit any of its Personnel to access Miami Data except to the extent that such individual needs access to facilitate performance of the Services under this Agreement; and (iii) permit any third party (including Rally House's vendors or contractors) to access Miami Data, including without limitation Rally House's other customers. Rally House will, subject to applicable legal restrictions, ensure that all of the privacy policies for the Online Store allow Rally House to share the Miami Data with Miami and grant all rights and interest to such Miami Data to Miami.

(d) Data Security. Rally House shall, at its sole cost and expense, implement and maintain, and ensure that any approved third party service providers used by Rally House implement and maintain, a written information security program (including a documented incident response plan) including appropriate policies, procedures, and risk assessments that are reviewed at least annually. Without limiting Rally House's obligations hereunder, Rally House shall implement and maintain, and ensure that any approved third party service providers used by Rally House implement and maintain, effective information security controls, policies and procedures that include administrative, physical, and technical safeguards to protect Miami Data from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices (including the National Institute of Standards and Technology (NIST) Cybersecurity Framework, PCI/DSS/PABP/EMV, CISP, SDP, DISC, DSOP and any bank, payment card brand and other similar rules and guidelines or other applicable industry standards for information security), and shall ensure that all such safeguards, including the manner in which Miami Data is created, collected, accessed, received, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions this Agreement. Miami Data shall be stored in data centers located within the continental United States and shall not be co-mingled with data from other clients of Rally House. Rally House shall notify Miami in writing no less than 180 days in advance of any changes in the location of Miami Data if, as a result of the change, Miami Data will be stored outside of the continental United States.

(e) Data Breaches. Rally House will promptly report to Miami any compromise of security that it becomes aware of with regard to Miami Data. Rally House will notify Miami of any actual or reasonably suspected breach of confidentiality or security with regard to Miami Data as soon as reasonably practicable, but no later than 4 hours after Rally House becomes aware of such breach. Rally House will cooperate with Miami in investigating the breach, including, but not limited to, the provision of system, application, and access logs, conducting forensics reviews of relevant systems, imaging relevant media, and making personnel available for interview, provided that any such investigation does not unreasonably disrupt Rally House's business operations. On notice of any actual or reasonably suspected breach, Rally House will institute appropriate controls to maintain and preserve electronic evidence relating to the breach. Rally House will reasonably cooperate with Miami and any regulator or other governmental entity having jurisdiction over Miami or Miami Data relating to Rally House's performance of this Agreement and possession and use of Miami Data. Rally House agrees that it shall not inform any third party or the public of a breach of Miami Data without first obtaining Miami's prior written consent which shall not be unreasonably withheld. Rally House shall reimburse Miami for actual costs incurred by Miami

in responding to, and mitigating damages caused by any breach hereunder, including all costs of notice and/or remediation.

(f) Compliance. Upon Miami's written request, Rally House shall promptly and accurately complete a written information security questionnaire provided by Miami, or a third party on Miami's behalf, regarding Rally House's business practices and information technology environment in relation to all Miami Data being handled and/or Services being provided by Rally House to Miami pursuant to this Agreement. Rally House shall fully cooperate with such inquiries. Miami shall treat the information provided by Rally House in the security questionnaire as Rally House's Confidential Information.

(g) Material Breach. Rally House's failure to comply with any of the provisions of this data protection provision is a material breach of this Agreement. In such event, and notwithstanding anything in this Agreement to the contrary, Miami may terminate this Agreement effective immediately upon written notice to Rally House without further liability or obligation to Rally House.

(h) Security Audits. During the term, Rally House shall: (i) maintain complete and accurate records relating to its data protection practices and the security of any Miami Data, including any backup, disaster recovery, or other policies, practices, or procedures relating to Miami's Data and any other information relevant to its compliance with this Section 9.4; and (ii) upon Miami's request, make all such records, appropriate personnel, and relevant materials available during normal business hours for inspection and audit by Miami or an independent data security expert that is reasonably acceptable to Rally House, provided that Miami shall: (A) give Rally House at least thirty (30) days prior notice of any such audit; (B) undertake such audit no more than once per calendar year, except for good cause shown; and (C) conduct or cause to be conducted such audit in a manner designed to minimize disruption of Rally House's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security, and restricted use provisions of this Agreement.

9.5 Use of Names and Trademarks. Neither Party shall make any oral or written statement or perform any act indicating that the other Party endorses or approves, or has endorsed or approved, such Party or its work products. Nothing contained in this Agreement grants any right to use in any advertising, publicity or other promotional activities any name, trade name, trademark or other designation of a Party without the prior written approval of such Party.

ARTICLE 10 INDEMNIFICATION; LIABILITY

10.1 Claims. For purposes hereof, "Claims" means losses, liabilities, damages, actions, suits, demands or claims (including amounts paid in settlement and reasonable costs of investigation and reasonable attorney's fees and disbursements), whether or not involving a third party claim.

10.2 Rally House's Indemnification Obligations. Rally House shall indemnify, defend and hold harmless Miami and its affiliates, and their respective officers, directors, employees, customers and agents (the "Miami Indemnified Parties") harmless from and against any Claims arising from (a) any breach by Rally House's obligations under this Agreement; (b) any transaction involving the Licensed Merchandise; (c) claims by or on behalf of Personnel for payment of wages or benefits or relating occupational safety and health, workers' compensation, Employee Retirement Income Security Act of 1974 (as amended, and the rules and regulation promulgated thereunder), unemployment compensation, fair employment and practices or other Laws; and/or (d) any actual or alleged infringement or misappropriation of any third party's patents, copyrights, trade secrets or other Intellectual Property Rights.

10.3 Miami's Responsibility. Notwithstanding anything to the contrary in the Agreement, Miami agrees only to be liable for the acts and omissions of its officers and employees engaged in the scope of their employment arising under the Agreement. Miami's liability shall be subject in all cases to the immunities and limitations of the Ohio Court of Claims Act codified in Chapter 2743 of the Ohio Revised Code and as provided in Ohio R.C. 9.86 and 9.87, as amended. Rally House agrees that nothing in this Agreement shall be construed as a waiver of the sovereign or qualified immunity of Miami, Miami's employees, and/or the State of Ohio..

10.4 Liability Limitations. EXCEPT WITH RESPECT TO THE EXCLUDED CLAIMS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBLE EXISTENCE OF SUCH LIABILITY. "Excluded Claims" means any indemnification obligations, breach of any confidentiality and/or data security obligations, breach of any Intellectual Property obligations, breach of any compliance obligations, or gross negligence, bad faith, intentional or willful misconduct, in each case occurring under this Agreement.

ARTICLE 11 COMPLIANCE

11.1 General. Rally House shall comply (and shall require all Personnel and subcontractors providing Services hereunder or otherwise involved in Rally House's performance under this Agreement to comply) with all Laws applicable to the performance of its obligations hereunder.

11.2 Approvals. Rally House shall obtain, provide and maintain all governmental, regulatory, local and third party approvals, notices, permits, powers-of-attorney, licenses, consents or similar requirements that are necessary for Rally House or subcontractors to commence and provide, or otherwise relate to, the Services and its obligations under this Agreement.

11.3 Miami Policies. Rally House shall comply with all policies and procedures of Miami as they relate to the Services and as communicated to Rally House by Miami from time to time.

11.4 Audit.

(a) Rally House shall maintain and retain complete and accurate books and records relating to the Services, all retail transactions conducted as part of the Services and this Agreement, including documentation sufficient to (i) demonstrate Rally House's compliance with this Agreement, and (ii) adequately administer a recall of any Licensed Merchandise. All such books and records shall be retained by Rally House for a period of at least three years or longer if required by Law.

(b) At any time during and within three (3) years following the term hereof, upon reasonable notice and during normal business hours, Miami and its representatives have the right to:

- (i) review and audit such books and records; and/or
- (ii) observe, inspect and audit any and all facilities related to the performance of the Services, in each case for the purpose of verifying Rally House's compliance with the terms of this Agreement or for any other reasonable business purpose, including for purposes of confirming compliance with Miami quality and responsible sourcing requirements.

(c) Any such audit that is not conducted by Miami or a Miami affiliate shall be conducted by an independent auditor as designated by Miami, and Miami shall: (i) advise such auditor of the confidential nature of information disclosed to such auditor by Rally House in connection with such audit and (ii) instruct such auditor not to disclose such information to any third party.

(d) Rally House shall remediate and close any non-compliance found or disclosed in any such audit within a commercially reasonable period of time. In the event an audit discloses credits or payments due to Miami hereunder with respect to the audit period, Rally House shall immediately reimburse Miami for such credits or payments.

(e) Rally House shall also reimburse Miami for all expenses associated with any audit that discloses credits or payments due to Miami hereunder with respect to any calendar quarter, in an amount greater than or equal to five percent in the aggregate of the correct billing amount.

ARTICLE 12 MISCELLANEOUS

12.1 Force Majeure. No liability shall result to Miami or Rally House from any delay in performance or from nonperformance to the extent caused by acts of God, fire, flood, explosion, war, acts of terrorism, labor disputes involving the labor of a third party, action of governmental authority, quarantine restriction, epidemic, pandemic, or any other unforeseeable circumstances of a similar nature beyond the reasonable control of the Party affected; provided that the delayed or nonperforming Party: (a) promptly notifies the other Party of the existence of such cause and its probable duration and (b) continues to make all reasonable efforts to prevent, limit and remove the effects of any such cause ("Force Majeure").

12.2 NCAA Rules. THIS AGREEMENT AND ALL RIGHTS GRANTED HEREIN BY MIAMI ARE SUBJECT TO AND LIMITED BY THE NCAA RULES AND ANY OTHER REQUIREMENTS, POLICIES AND LIMITATIONS AS MAY BE IMPOSED BY THE NCAA OR ANY OTHER APPLICABLE LEAGUE, ASSOCIATION, CONFERENCE OR OTHER SIMILAR SANCTIONING BODIES AND GOVERNING AUTHORITIES ("OTHER SANCTIONING BODY"). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE NCAA RULES, THE NCAA RULES SHALL GOVERN. "NCAA Rules" means (i) the Constitution and Bylaws of, and other rules, regulations, agreements and requirements of or issued by, the NCAA, as they presently exist and as they may, from time to time, be entered into, created or amended; (ii) any action taken by the NCAA Board of Governors or president of the NCAA or any person or entity having authority delegated by the NCAA Board of Governors or president of the NCAA pursuant to any document, policy, rule, regulation or requirement referred to in clause (i) of this definition; and (iii) any similar rules, regulations, agreements, requirements or actions to those described in clauses (i) and (ii) of this definition from any Other Sanctioning Body.

12.3 Notices/Other Communications. Each Party shall deliver all notices under this Agreement (each, a "Notice") in writing, referring to this Agreement and addressed to the other Party at its address below or to the last address the receiving Party provided to the other Party as a Notice in compliance with this Section. The Parties shall deliver any Notice by personal delivery, reputable overnight courier (all fees prepaid), or certified or registered mail (postage prepaid, return receipt requested). A Notice shall be deemed received: (a) on the date of personal or courier delivery or (b) if mailed, on the date of receipt or refusal indicated on the return receipt.

If to Miami:

Miami University
500 East Sycamore Street
Oxford, OH 45056
Attention: Associate Athletic Director Sport & Facility Services

with a copy to (such copy shall
not constitute notice):

Miami University
501 East High Street
215 Roudebush Hall
Oxford, OH 45056
Attention: Office of General Counsel

If to Rally House:

Rally House Stores, Inc.
9401 Renner Blvd.
Lenexa, KS 66219
Attention: Director of Licensing and Business Development

12.4 Entire Agreement. This Agreement (including all Exhibits and Schedules) constitutes the sole and entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations, discussions, representations, warranties, understandings and agreements between the Parties, whether oral or written, with respect to the subject matter of this Agreement, including without limitation the LOI, which is hereby superseded and replaced by this Agreement as of the Effective Date. Notwithstanding anything to the contrary in this Agreement, a Party's terms and conditions on any purchase or release order, website, order acknowledgment, invoice or otherwise shall not have any application to this Agreement or the transactions occurring pursuant to this Agreement, unless this Agreement shall be specifically amended in writing by the Parties to provide otherwise.

12.5 Amendments. No modification, deletion, addition or waiver of the terms of this Agreement shall be binding on either Party unless made in writing and signed by a duly authorized representative of each Party.

12.6 Governing Law and Venue. This Agreement shall be construed and enforced pursuant to the laws of the State of Ohio, excluding its choice of law provisions. Any controversy, claim or dispute arising out of or relating to this Agreement will be adjudicated in the federal and state courts of competent jurisdiction located in the State of Ohio. Each Party: (a) expressly consents to the jurisdiction of any such court; (b) irrevocably waives any claim that any such court lacks jurisdiction over it; (c) agrees not to plead or claim, in any legal action or proceeding with respect to this Agreement brought in any of the aforesaid courts, that any such court lacks jurisdiction over it; (d) irrevocably waives any objection that it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement in the courts referred to in this Section; and (e) irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum..

12.7 Enforcement. Each Party acknowledges that the other Party would suffer irreparable damage in the event of a breach of Proprietary Rights of this Agreement, and that money damages or other legal remedies would not be an adequate remedy for any such breach and shall be entitled to seek specific

performance of such provisions and further injunctive relief to prevent or restrain such breaches or such threatened breaches of this Agreement.

12.8 Assignment; Binding Effect. Rally House will not assign this Agreement or its rights or obligations under this Agreement without the written consent of Miami, whether directly, by merger, operation of law or otherwise or in connection with a direct or indirect change of control of Rally House, although it is acknowledged that Rally House will engage subcontractors and personnel to perform Services under this Agreement in accordance with the terms of this Agreement. Any purported assignment to the contrary is void. When duly assigned in accordance herewith, this Agreement shall be binding on and inure to the benefit of each Party's successors and assignees.

12.9 Counterparts. This Agreement may be executed in one or more counterparts (including by email in portable document format (PDF) or by other electronic means), all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each Party and delivered to the other Party.

12.10 Headings; Construction. Headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement or of any provision herein. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The word "will" has the same meaning as the word "shall".

12.11 Non-Waiver. Failure of either Party to exercise any of its rights under this Agreement upon one occasion shall not waive such Party's right to exercise the same on another occasion.

12.12 Severability. If any portion of this Agreement is to any extent determined to be illegal, invalid or unenforceable by a court or arbiter of competent jurisdiction, the remainder of this Agreement will not be affected and will remain valid and enforceable. In addition, the affected portion of this Agreement will remain in effect in all circumstances other than the circumstances that caused the court or arbiter to find that part to be illegal, invalid or unenforceable.

12.13 Independent Contractors. Rally House will serve as Miami's vendor in connection with the Services, as an independent contractor. In the performance of this Agreement, the Parties are engaged in independent business, and this Agreement shall not be deemed to: (a) make either Party a partner, joint venturer, agent or other representative of the other Party; or (b) grant either Party any right of authority to assume or create any obligation in the name or on behalf of the other Party or to accept legal summons or legal process for the other Party.

12.14 International Trade Regulations. Rally House represents and warrants that it is in compliance with all applicable trade and import/export regulations, including U.S. trade regulations, and shall remain in compliance throughout the term of this Agreement. Rally House further represents and warrants that it will not do business with any person, entity or country subject to U.S. sanction or embargo. This prohibition applies to all commercial transactions, including the purchase, sale, or shipment of goods or raw materials.

12.15 Exhibits. All Exhibits and Schedules referred to in this Agreement are incorporated in this Agreement by this reference.

12.16 Survival. Any provision of this Agreement which by its express terms or by its nature is intended to survive the expiration or termination of this Agreement shall survive any such expiration or

termination of this Agreement, including Section 6.4 (Effect of Expiration or Termination), Section 7.2 (Royalties), Article 8 (Representations and Warranties), Article 9 (Insurance), Article 10 (Proprietary Rights), Article 11 (Indemnification; Liability), Article 12 (Compliance), and Article 13 (Miscellaneous).

12.17 Prohibited Provisions. Rally House hereby acknowledges that Miami is a public university that is subject to the Ohio Constitution and applicable sections of the Ohio Revised Code, including Ohio R.C. 9.27. To the extent that the Agreement contains any of the prohibited provisions described in Ohio R.C. 9.27(B), Rally House hereby agrees that (a) all such prohibited provisions are void ab initio, are hereby deemed deleted in their entirety, and shall not be binding on Miami; and (b) this Agreement shall otherwise be enforceable as if it did not contain such prohibited provisions.

12.18 Accessibility.

(a) As used in this Agreement, the term "Accessibility Requirements" means (i) the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194; and (ii) the accessibility standards described in the Web Content Accessibility Guidelines 2.1, level AA.

(b) As used in this Agreement, the term "Technology" means all current and future websites, interfaces, and other information technology systems and platforms (including all associated hardware and software related thereto) used by Rally House to perform under this Agreement.

(c) Promptly after the execution of the Agreement, Rally House shall provide Miami with its current Voluntary Product Accessibility Template ("VPAT") for all Technology. Thereafter, Miami may test the Technology for compliance with the Accessibility Requirements, and Miami will submit to Rally House a report indicating areas where the Technology does not meet the Accessibility Requirements. Upon receiving such report from Miami, Rally House shall develop a remediation roadmap detailing the methods and timeframes for bringing the non-conforming Technology into compliance with the Accessibility Requirements. Rally House shall remediate (or shall cause its third-party vendors to remediate) the accessibility issues pursuant to the roadmap (including the timeframes developed in such roadmap). Rally House acknowledges that Miami may re-test the Technology for compliance with the Accessibility Requirements from time to time during the term.

(d) Rally House agrees to engage with Miami's AccessMU Center to (i) ensure that all Technology conforms to current and future Accessibility Requirements; and (ii) develop, implement, and maintain an equally effective alternative access plan ("EEAAP") when Technology cannot be made accessible to persons with disabilities.

(e) In the event of a material breach of this Section, Miami may terminate the Agreement without further liability to Rally House.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

By: *Mark Taylor*
Name: Mark Taylor
Title: CPO

RALLY HOUSE STORES, INC.

By: *Aaron Liebert*
Name: Aaron Liebert
Title: CEO

EXHIBIT A

Scope of Services

The Services shall include, but not be limited to, the following:

- **E-Commerce Services:**
 - Develop, operate and maintain a first-class e-commerce shopping site.
 - Develop a purchasing plan and purchase and maintain necessary Licensed Merchandise consistent with generally accepted industry standards for the performance of services of a similar nature.
 - Implement and maintain industry standard capabilities and complete optimization for SEO/SEM, etc., related to the Online Store.
 - Develop and execute a robust digital marketing plan and budget across all platforms including email, social and paid search in collaboration with Miami Athletics that details opportunities for paid search, PLA's, paid social, etc.
 - Pick, pack and ship all orders within twenty-four hours of receiving the order, unless it is a special order product or has not been received from the vendor.
 - Conduct weekly, monthly and quarterly business and budget reviews, as needed, with Miami specifically related to the E-Commerce Services.
 - Handle all aspects of customer service and report trends and issues to Miami.
 - Ensure that the Online Store is best in class in features with functions like pushing top sellers to the front, shopping algorithm-based search, multi-level filtering, consumer behavior driven searches, etc.
 - Ensure that customer service for the Online Store is available 24/7 and meets the applicable Performance Standards.
 - Ensure that the Online Store is fully PCI-compliant and complies with all Laws and any other applicable industry standards.

Implement and maintain all data security policies and procedures and ensure that the foregoing comply with all Laws and any other applicable industry standards. Provide Miami with inventory reporting upon their request.
