

## CONTRACTUAL AGREEMENT

For

INVITATION TO NEGOTIATE (ITN) #:1419NCSA

ENTITLED: TRADEMARK LICENSING SERVICES

Between

UNIVERSITY OF CENTRAL FLORIDA AND COLLEGIATE LICENSING COMPANY, LLC

This Agreement is entered into and effective as of the date of the last signature hereto, by and between the University of Central Florida, on behalf of its Board of Trustees ("University" or "UCF"), and COLLEGIATE LICENSING COMPANY, LLC ("Payee"). The parties agree as follows:

**1. ACKNOWLEDGMENT.** Payee acknowledges that:

- A. The University is a public entity of the State of Florida;
- B. The University is exempt from federal and Florida taxes;
- C. UCF's liability is regulated by Florida law. Except for its employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person and, then, such indemnification is limited to the express terms of §768.28, Florida Statutes. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF's liability and indemnification obligations in this Agreement shall be effective only to the extent expressly required by §768.28, Florida Statutes. Any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.

**2. DESCRIPTION OF SERVICES.** The Payee is an independent contractor pursuant to Florida law and assumes full responsibility for completion of the services/delivery of the goods, as described in detail in Attachment "B" to this Agreement, which is incorporated herein for all purposes. Units of deliverables, if any, for such services/goods are stated in Attachment "B". Such services/goods shall be rendered/delivered in accordance with the schedule and for the amounts set forth in Attachment "A".

**3. TOTAL AMOUNT OF AGREEMENT.** The total amount of this Agreement shall be in accordance with UCF ITN No. 1419NCSA.

**4. PAYMENTS.**

- A. All recurring payments (i.e. Royalty, Commission, License Revenue, etc.) due to the University resulting from this Agreement shall be paid quarterly, within thirty (30) days following the end of each of the University's fiscal quarters. In example, for the fiscal quarter ending September 30, the payment due date is October 30. Payments shall be accompanied by a detailed report outlining activities resulting in the payment total.

- B. Payments shall be submitted to the UCF Business Services Department at:

UCF Business Services  
PO Box 160055  
Orlando, FL 32816

- C. A payment due to the University is considered late if not received at the UCF Business Services Department by the close of business on the fifth (5<sup>th</sup>) business day after the payment's due date. Late payments shall bear interest from the fifth (5<sup>th</sup>) day after the payment's due date and continue until paid at the lesser of (i) twelve (12%) percent per annum or (ii) the maximum interest rate per annum allowed by law. Terms other than those indicated above will be subject to University approval.

5. **PERFORMANCE CRITERIA.** Criteria, if any, and the final date(s) by which such criteria must be met to complete this Agreement are described in detail in Attachment "B," which is incorporated herein for all purposes. Such criteria, if any, shall be met in accordance with the schedule set forth in Attachment "B".
6. **PERIOD OF PERFORMANCE.** The Payee shall commence performance of the terms of this Agreement on July 1, 2015, and shall end his/her performance of this Agreement on June 30, 2020. The University may renew this Agreement for an additional five year term, as mutually agreed to by both parties.
- A. The term of any license granted by Payee shall terminate no later than the termination of this Agreement, unless otherwise approved by the University.
- B. Upon termination or expiration hereof, all rights of Payee shall forthwith terminate except that Payee shall continue to receive the compensation outlined in this Agreement for a period of one year on all license agreements that were already signed or renewed by Payee, prior to the termination of this Agreement, subject to the payment of the appropriate royalties by Payee to the University, as set forth in Section 4 and Attachment "A" hereto.
7. **VENDOR OMBUDSMAN STATEMENT.** The University has established a Vendor Ombudsman who acts as an advocate for vendors who may be experiencing problems in obtaining timely payment(s). The Vendor Ombudsman may be contacted at (407) 882-1000.
8. **ANNUAL APPROPRIATION.** The University's performance and obligations under this Agreement are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.

9. **ASSIGNMENTS.** Under no circumstances shall the Payee assign to a third party any right or obligation of Payee pursuant to this Agreement without prior written consent of the University. If Payee is, or during the term of this Agreement becomes, an individual on the payroll of the State of Florida, Payee represents that he or she has complied with all applicable provisions in the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.
10. **BILLING.** The University shall only submit payment to the Payee, if Payee has provided the University with approved invoices. Mere statements in lieu of approved invoices will not be accepted by the University. All invoices must specifically describe the services and/or goods provided, the dates and hours that the services were rendered and/or goods delivered and the fee charged. Payee shall deliver the invoices to UCF's Finance and Accounting Department, unless Payee has been otherwise instructed by the University. The Payee must display the applicable purchase order number on the face of each of Payee's invoices to the University. The University will not be responsible for any goods or services delivered without a properly completed University purchase order or other order provided in writing by a duly authorized University signatory or designee. If Payee's invoice lists any freight or cartage charges, such invoice must attach all of Payee's receipted transportation bills.
11. **CANCELLATION/TERMINATION.** This Agreement may be unilaterally cancelled by UCF for refusal by the Payee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Payee in conjunction with this Agreement. Either party may terminate a resultant contract immediately for breach by the other that remains substantially uncured after ninety (90) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of termination.
- In the event Payee determines it does not intend to renew the contract at the end of the term, Payee shall provide written notice of such intent at ninety (90) days prior to the end of the contract term.
12. **COMPLIANCE.** The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.
13. **EXPORT CONTROL.** The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance

of this Agreement. The parties agree that no technology, related data or information will be exchanged or disseminated under this Agreement nor any collaborations conducted pursuant to this Agreement, which are export controlled pursuant to the export control laws of the United States, including the EAR and the ITAR and any other applicable regulations. The Parties agree that the Payee will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of this Agreement will be in the exclusive possession of the Payee and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of this Agreement. If the Payee wishes to disclose export controlled technology or technical data to the University, the Payee will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information, and (b) any task requiring receipt of such information. In the event the Payee sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate this Agreement. The Payee understands and agrees that to the extent the Payee's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U. S. government approval.

14. **CONFLICTS OF INTEREST.** Acceptance of this Agreement shall certify that Payee is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Payee certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Payee shall be grounds for cancellation of this Agreement.
15. **EMPLOYMENT OF ALIENS.** Payee's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Payee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement by the University.
16. **FORCE MAJEURE.** No default, delay or failure to perform on the part of UCF shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay or failure to perform due to causes beyond UCF's reasonable control, any dates or times by which UCF is otherwise scheduled to

perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF.

17. **GOVERNING LAW AND VENUE.** This Agreement and any attachments and addenda hereto are subject to and governed by Florida law. Venue for any action arising hereunder shall be in Orange County, Florida. The University is entitled to the benefits of sovereign immunity, including immunities from taxation.
18. **HEADINGS.** Headings have been included in this Agreement for convenience only and shall not affect the interpretation of any terms found herein.
19. **INDEMNIFICATION.** University shall have no liability for any item manufactured or sold by a licensee, and Payee shall hold harmless and indemnify University, University's Board of Trustees and University's agents, officers, employees and servants, and shall require all licensees to indemnify and hold harmless University and University's Board of Trustees and University's agents, officers, employees and servants from any and all liability caused by or arising from workmanship, material or design of any item manufactured or sold under any Indicia ("Indicia" means the designs, trademarks, service marks, logographics of the University, as set forth on Attachment C hereto) pursuant to a license granted pursuant to this Agreement. Payee shall carry general liability insurance which includes coverage for advertising injury (in the amount of at least one million dollars per occurrence) and Payee shall require of each licensee that it have and maintain general liability insurance which includes coverage for advertising injury (in the amount of at least one million dollars per occurrence) which shall in any event be sufficient to cover all foreseeable advertising injury and product liability claims. Payee will require that each licensee have and maintain Commercial General Liability insurance, including product liability, and that each said licensee name University as an additional insured party thereon. Payee will name University as an additional insured party on its Commercial General Liability insurance policy. University shall not be liable to Payee or to any licensee or to any third party, as the result of activities by Payee or any licensee hereunder for infringement of any patent, copyright, or trademark belonging to any third party, or for damages or costs involved in any proceeding based upon any such infringement, or for any royalty or obligation incurred by Payee or any licensee because of any patent, copyright or trademark held by a third party and Payee shall hold harmless and indemnify University and require its licensees to hold harmless and indemnify University from all liability, responsibility, damages, judgments, actions and costs caused by the infringement of third party intellectual property, including patents, trademarks and copyrights. All warranties in connection with the licensed products shall be made by the licensees and none of such warranties shall directly or by implication in any way obligate University or its officers, employees, agents, servants or trustees.
20. **INDEPENDENT CONTRACTOR.** Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.

21. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other like relationship between the parties.
22. **LEASED EQUIPMENT.** The risk of loss or damage to leased equipment, goods or property shall not transfer to the University except as provided in §680.219, Florida Statutes. Any security interest in the leased equipment, goods or property granted to Payee contrary to AGO 79-72 and AGO 80-9 is null and void. Limitation of remedies provisions, which are unconscionable under applicable Florida law, are void.
23. **MATERIAL SAFETY DATA SHEET (MSDS).** In compliance with Florida Statutes, Ch. 442, a Material Safety Data Sheet (MSDS) must accompany any applicable item delivered under this Agreement.
24. **NON-PERFORMANCE.** Neither party shall be required to perform under this Agreement or any attachments or addenda hereto executed by the University's duly authorized signatory when such performance is delayed or prevented by any cause beyond the party's or parties' control. This Agreement and any attachments and addenda hereto executed by the University's duly authorized signatory may not be altered, amended or assigned without the prior written agreement of all the parties.
25. **NOTICES.** Any written notices between the parties shall be sent by certified mail to the following addresses, or other addresses of which the parties shall have notified each other.
- |                        |                                   |
|------------------------|-----------------------------------|
| For UCF:               | For Payee: Bruce Siegal           |
| Purchasing Department  | Collegiate Licensing Company, LLC |
| 12479 Research Parkway | 1075 Peachtree Street, Ste 3300   |
| Orlando, FL 32826      | Atlanta, GA 30309                 |
26. **INQUIRIES.** University agrees that, if any potential licensee of any Indicia directs an inquiry to University, such inquiry will be forwarded to Payee for a response. Payee agrees that, upon receiving any inquiry from a potential licensee whether from University or directly from such potential licensee, Payee will handle said licensee request in an expeditious manner.
27. **PARKING.** The Payee shall ensure that all vehicles parked on campus for purposes relating to work resulting from this Agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Payee. Payee's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Payee or Payee's employees. UCF's Parking Services Department can be contacted at (407) 823-5812 for additional information pertaining to parking and parking fees/rates.

28. **WORK FOR HIRE.** Any work specifically created for the University under this Agreement by the Payee or anyone working on behalf of the Payee (the term Payee shall encompass both and also includes any and all of Payee's licensees) containing the Indicia shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property containing the Indicia produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof (excluding CLC intellectual property), (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Payee who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University (excluding CLC intellectual property). The University shall own all right, title and interest in the Materials (excluding CLC intellectual property). The Payee agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. The Payee bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Payee's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Payee's services hereunder, the Payee must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials. The Payee hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Payee is free and has full right to enter into this P.O. and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments. The Payee agrees to indemnify and hold harmless the University and those acting for or on its behalf, the UCF Board of Trustees, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order or anything covered by this Agreement by the Payee, (b) the use or reproduction in any manner, whatsoever, of anything covered by this Agreement or (c) any breach or alleged breach of any of the Payee's agreements or representations and warranties herein.
29. **PUBLIC RECORDS.** The Agreement may be canceled unilaterally by the University for refusal by the Payee to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Payee in conjunction with the Agreement.

**30. PUBLIC RECORDS, CONTRACT FOR SERVICES**

To the extent that Payee meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Payee must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If Payee does not comply with a public records request, University shall enforce the contract provisions in accordance with the contract.

- 31. **RECORDS.** The Payee agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to this Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under this Agreement. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of this Agreement, upon reasonable notice to the Payee.
- 32. **TAXES.** The University shall not pay any intangible taxes, property taxes or sales taxes.
- 33. **VIETNAM ERA VETERANS READJUSTMENT ACT OF 1974.** The University and the Payee must comply with all applicable provisions of: (i) §402:60-250.4 of the Vietnam Era Veterans Readjustment Act of 1974; (ii) §503:60-741.4 of the Rehabilitation Act of 1973; (iii) Executive Order 11246, as amended; and, (iv) the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
- 34. **EQUAL OPPORTUNITY.** This Contractor/Payee and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities; and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these



regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

35. **SEVERABILITY.** This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.

36. **LIMITATION OF REMEDIES, INDEMNIFICATION, AND INSURANCE**

- A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any offer by Payee to limit the Payee's liabilities to the State or to limit the State's remedies against the Payee is unacceptable and will result in the REJECTION of the Payee's offer.
- B. As an agency of the State of Florida, UCF's liability is regulated by Florida law. Except for its' employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF's liability and indemnification obligations under this Agreement, if any, shall be effective only to the extent required by Florida law; and any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
- C. Payee shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Payee, its employees, its agents or of others under Payee's control and supervision. If any part of a delivery to the University pursuant to this Agreement is protected by any patent, copyright, trademark, other intellectual property right or other right, Payee also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.
- D. For all purchases of \$10,000 or below, Payee will have and maintain types and amounts of insurance that at a minimum cover the Payee's (or subcontractor's) exposure in performing this Agreement. For all purchases that exceed \$10,000 (i.e. \$10,000.01 and up) and/or all purchases that require a UCF Safe Form, Payee will have and maintain general liability insurance of one (1) million dollars and Payee shall send a copy of his/her insurance certificate (prior to commencement of his/her performance or delivery hereunder) to the following address by email, fax or mail:

**E-mail: ehs@ucf.edu**  
**Fax: 407-823-0146**  
**Mail: University of Central Florida**  
**PO Box 163500**  
**Orlando FL 32816-3500**

- E. UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements, UCF will inform the Payee in writing in those particular circumstances. Unless UCF notifies a Payee in writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to the Payee. The University and its Board of Trustees shall be listed as additional insured on any certificate issued and the Certificate Holder is to read the following:

**University of Central Florida**  
**Board of Trustees**  
**4000 Central Florida Blvd.**  
**Orlando FL 32816**

- F. **WORKER'S COMPENSATION:** During the contract term, the Payee at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with Florida Statutes Chapter 440 and/or any other applicable laws. Such policy shall cover all employees engaged in any contract work.
- G. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

**37. LEGAL**

- A. Payee understands and agrees that, except when University and Payee have conflicting interests, University shall have the sole right, in University's discretion, to control the prosecution or defense of any action or lawsuit in which University and Payee are named parties, to decide whether to file and prosecute an action or lawsuit, or to appeal any judgment adverse to University as a joint or individual party, or to compromise or settle any potential or pending action or lawsuit, in any matter against a third party arising out of or related to this Agreement. Payee further understands and agrees that University shall have the sole right, in University's discretion, to

select and retain counsel for any of these purposes. University agrees to consult with Payee, to the extent that it is feasible and not prejudicial to University's interest, before making any final decision in any matter in which University and Payee are aligned against a third party, and University further agrees that it shall not commit Payee to the terms of any compromise or settlement which would make Payee wholly or partly responsible for the payment of money to a third party without the prior written consent of Payee, which shall not be unreasonably withheld.

- B. Payee undertakes and agrees to provide any evidence, documents, and testimony which may be reasonably requested by University to assist in the filing, prosecution, settlement, or appeal of any action or lawsuit, or potential action or lawsuit, in any court or in any state or federal agency, against any third party arising out of or related to this Agreement or in the defense by University of any action against University by any third party arising out of or related to this Agreement, and Payee shall join as a party plaintiff or defendant with University at University's request. In the event Payee is joined in any of said actions, either as party plaintiff or party defendant, it is understood that any expenses incurred by Payee in connection therewith, shall be paid by Payee and University shall have no liability for paying said expenses.
- C. Payee and University may either jointly pursue the enforcement of University's trademark rights (and/or other applicable intellectual property rights), upon mutual agreement by Payee and University, or University may choose to solely pursue the enforcement of its trademark rights (and/or other applicable intellectual property rights). If Payee and University agree to jointly pursue the enforcement of University's trademark rights (and/or other applicable intellectual property rights), then the parties shall mutually agree as to how to share the costs, fees and/or expenses incurred in connection with such enforcement and all payments accruing from such action to enforce University's trademark rights (and/or other applicable intellectual property rights) shall be paid to Payee and University in accordance with each party's respective contribution to all costs, fees and/or expenses incurred in such action. If University chooses to solely enforce its trademark rights (and/or other applicable intellectual property rights), without assistance from Payee, then all recoveries shall be awarded solely and exclusively to University.
- D. Payee shall inform University promptly and in writing of any infringement, misappropriation or other unauthorized use of University's trademarks (and/or other applicable intellectual property rights) that Payee becomes aware of.
- E. If University pays the costs and expenses of any action or lawsuit in any court or in any state or federal agency where University is a party thereto against a third party in any matter arising out of or related to this Agreement, then any damages or profits (and/or award of attorneys' fees) ordered to be paid to University, shall be solely paid to and retained solely by University and Payee shall not share therein.

38. **RELATIONSHIP OF PARTIES.** Nothing herein shall give Payee any right, title, or interest in any Indicia of the University except the limited interest specifically stated in

this Agreement, and all use by any licensee of any of the Indicia shall inure to the benefit of the University. Neither Payee nor any licensee is empowered to state or imply, either directly or indirectly, that Payee or any licensee or any activities other than those pursuant to this Agreement and licenses issued pursuant to this Agreement are supported, endorsed or sponsored by University, and upon the direction of University, express disclaimers to that effect will be issued. Nothing herein shall be construed to place the parties in a relationship of partners or joint venturers, nor shall any similar relationship be deemed to exist between them.

39. **INSOLVENCY.** To the extent then permitted by law, this Agreement shall be terminated immediately if Payee shall make any assignment for the benefit of creditors, or shall file any petition under the Bankruptcy Act for reorganization, or file a voluntary petition of bankruptcy, or be adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if any trustee in bankruptcy or insolvency shall be appointed under the laws of the United States or of the several states.
40. **NOTIFICATION OF CLAIMS.** In the event that either University or Payee learns or becomes aware that any third party has made or may make a claim against University or Payee for any matter arising out of or related to this Agreement, the party learning or becoming aware of such actual or potential claim shall notify the other by telephone on the same day, and shall follow such telephonic notification with a full written report within 48 hours.
41. **AMENDMENTS.** No changes or amendments to this Agreement are binding on the University unless made in legible writing that is signed by an attorney in the University's General Counsel's Office and an authorized UCF signatory. Payee shall return this Agreement to the University's Purchasing Department at once with a written explanation if it is not acceptable in its entirety.
42. **USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES.** At the option of the Payee, the use of the Agreement resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities. Each governmental agency allowed by the Payee to use this Agreement shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.
43. **ATTACHMENTS AND ENTIRE AGREEMENT.** This Agreement and any attachments and/or addenda hereto that are executed by the University's duly authorized signatory constitute the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to, the University's ITB/ITN, if any, including all the University's ITB/ITN specifications, and the Payee's ITB/ITN response, if applicable. In the event of any conflict or inconsistency between this Agreement and the provisions of attached documents, the order of priority is:

- a. This Agreement;

- b. The University's ITN and ITN specifications, if any;
- c. Payee's ITN response; and
- d. any other attached documents signed by the University's official signatory at the time the Agreement is executed.

UNIVERSITY OF CENTRAL FLORIDA

Signature: [Signature]

Printed: Gregory Robinson

Title: Director of Purchasing

Date: 7/21/15

COLLEGIATE LICENSING COMPANY, LLC

Signature: [Signature]

Printed: Cory Z. Moss

Title: SVP. + MANAGING DIR.

Date: 7/21/15

Address: 1075 PEACHTREE ST.

SUITE 3300

ATLANTA, GA 30305

Telephone: 770-936-0520

Facsimile: 770-955-4491

FED#/SS#: 1030853007

Approved as to Form and Legality

[Signature] 7/21/15

## ATTACHMENT "A" PRICE SCHEDULE

In accordance with the University of Central Florida's ITN No. 1419NCSA and Payee/vendor response.

1. Payee will pay the University a one-time signing bonus of \$20,000 to be used at the University's discretion. Payee will also agree to pay a one-time signing bonus of \$30,000 upon execution of a renewal for an additional five-year term.
2. Payee will allocate \$5,000 per year from Payee's share of the royalty revenues to be used on mutually agreed upon initiatives to grow the UCF licensing program.
3. During the term of the agreement, UCF's Licensing Department within UCF Business Services would receive a mutually agreed upon multimedia rights package valued at \$25,000 with UCF IMG Sports Marketing at no cost to the UCF Licensing Department within UCF Business Services. This would enable UCF's Licensing Department within UCF Business Services to utilize multimedia resources to promote the purchase of licensed product. UCF IMG Sports Marketing and the UCF Licensing Department within UCF Business Services will mutually agree upon the selected media inventory available per promotion. This offer's availability is pending positive confirmation of UCF's future relationship with IMG College as the University's multi-media rights holder.
4. With regard to Annual Revenue received by Payee resulting from use of the Indicia including, without limitation, royalties, minimum guarantee, payments and licensing fees from licensees during the term of this Agreement and any extensions and/or renewals, of this Agreement, Payee shall pay to University as follows:

83.33% of all gross royalties up to \$700,000  
84% of all gross royalties from \$700,000 to \$750,000  
84.5% of all gross royalties from \$750,000 to \$800,000  
85% of all gross royalties above \$800,000

## **ATTACHMENT "B" PERFORMANCE CRITERIA**

In accordance with the University of Central Florida's ITN No. 1419NCSA and Payee/vendor response.

Payee's Scope of Work includes, but is not limited to, providing and/or performing the following items, tasks, services, and deliverables herein.

### **1. Personnel Resources:**

- A. Provide a sufficient number of skilled, knowledgeable, and experienced personnel to perform retail marketing, promotional licensing and associated /related services on behalf of the University. Such personnel shall continuously maintain a high level of professionalism and commitment to the performance of the requirements outlined herein.
- B. Permanently assign a minimum of one (1) qualified and experienced Account Representative to act as the lead contact and agent for the University. The Representative's qualifications and experience (resume) shall be provided to the University's Project Manager for review and approval prior to contract commencement. If the University Project Manager disapproves of the representative, a mutually acceptable representative must be provided promptly. A Representative who is assigned to this contract, shall not be replaced or reassigned without 30-days advanced notice to the University's Project Manager. The qualifications and experience of a replacement Representative are subject to discussion and review. If the University determines in its reasonable discretion that a replacement Representative is not qualified, or is less qualified or has less experience than the previous Representative, the University, in its sole discretion, may require a different Representative be provided.
- C. Have and make available, a qualified "backup" Representative(s) in the event the assigned Account Representative is unavailable for any period of time exceeding five (5) business days (i.e. illness, vacation, etc.). In this event, Respondent shall notify the University's Project Manager as soon as reasonably possible and provide the name and contact information for the backup Representative.
- D. Representative(s) shall be available by phone and/or e-mail during the University's business hours of 8:00 AM to 5:00 PM EST.
- E. Have full-time attorneys and legal assistants on staff and available to the University for assistance with, and consultation on, contract, trademark, licensing and related matters, at no additional cost.
- F. Provide staff licensing and intellectual property counsel to the University for the purpose of providing support with registering University marks through the U.S. Patent and Trademark Office (USPTO) at no additional cost, as desired by the university.

## **2. Account Services:**

- A. Act as the agent for the University to license the marketing and sale of various articles of merchandise, or the promotion or the sale of said merchandise, provided however, that this grant of agency shall be subject to the limitations of Attachment "E" Exceptions.
- B. Review, manage and develop the use of the school brand on apparel and non-apparel items at retail.
- C. Review, manage and develop the use of the school brand in conjunction with NCAA properties, Football Bowl Game properties, International Licensing and the Licensing of items for corporate partners.
- D. Manage and grow the sale and placement of items across all retail distribution categories.
- E. Report to the University's Project Manager regarding issues and compliance with licensor goals, objectives, policies, and procedures.
- F. Respond to and process all licensing requests in a timely manner, providing the necessary information to potential licensees.

Analyze royalties, and send comprehensive reports along with payment(s) for royalties to the University. Royalties shall be paid to the University quarterly, as set forth in Section 4 and Attachment "A" hereto.

## **3. Licensee Services:**

- A. Execute license agreements with licensees for the benefit of the University to accomplish the purposes set forth in this Agreement and in accordance with the terms of this Agreement.
- B. Create strategic alliances and/or strategic partnerships or collaborations that would be beneficial to the University in managing its licensing program.
- C. Ensure that each licensee has product liability insurance, covering all licensed products, and that each licensee is required per licensee's contract with Payee to indemnify and hold harmless the University and the University's Board of Trustees from any product liability action and/or other action or damages pertaining to any licensing activities performed by licensees.
- D. Ensure licensees are selling only to those retailers, including internet retailers, who adhere to federal, local and state laws for customer purchases.



- E. Transmit digital art files, including University's trademarks and logos, electronically to licensees and ensure that licensees strictly follow those and any other guidelines that maybe provided by the University.
- F. Communicate to licensees and retailers the University's retirement or discontinuation of a mark or logo, and develop and implement a program to flush discontinued merchandise from the market.
- G. Develop and implement policies and procedures to govern the licensing program while setting realistic goals and objectives by which progress is to be measured.
- H. Provide a web based artwork approval system. Manage the design approval process via the internet. The University must approve all designs that are submitted through the online portal before they are allowed to be sold.
- I. Secure product and concept approvals from the University's Project Manager prior to granting any license to any licensee. The University shall retain sole authority to approve or disapprove of the style, presentation and use of the Indicia on and in connection with all products, promotions, advertising and promotional materials. The University shall retain sole authority to approve or disapprove the quality of the products to be distributed or sold.
- J. Provide 24-hour access to files of licensee names, addresses and telephone numbers.
- K. Provide international licensing services, as applicable and should opportunities arise, such as, but not limited to the UCF Athletics program playing games in other countries (e.g. the Croke Park Classic in Ireland).

#### **4. Marketing and Promotional Services:**

- A. Provide an annual marketing plan to the University that outlines the goals and objectives for the upcoming fiscal year. Develop the plan with the primary purpose of identifying and implementing methods to increase the presence of University products in the local, regional, national, international and on-line markets through the development of retail and promotional programs. Payee needs to ensure compliance with all applicable tax laws within all markets.
- B. Develop and implement marketing programs that expand the total market for licensed products.
- C. Attend trade shows, subscribe to trade publications, visit with licensees and potential licensees in the field, and be familiar with who the key players are in each licensor's market. Attend and provide representation at the major conferences and shows concerning collegiate licensing.

- D. Develop and implement a program to reach local retailers in the University's immediate locale to encourage support and sale of licensed products.
- E. Provide in-house design capabilities to complement University's trademark portfolio and provide signage and design support for marketing activities, all on a work-for-hire basis, with ownership assignment to the University, all at no additional cost to the University.
- F. Provide sufficient resources and effort to continuously increase revenue from the local (Central Florida area) and national markets, improve local business opportunities, and secure additional retail space and presence at retail locations in Florida.

**5. Royalty, Auditing, Enforcement and Reporting Services:**

- A. Provide detailed financial analysis and reports to the University on an annual basis and as requested throughout the contract.
- B. Collect royalties from licensees, as appropriate, including, but not limited to, online, but in any case in a manner that is sufficient for auditing purposes.
- C. Communicate with retailers nationwide to encourage the sale of licensed products and discourage infringement.
- D. Ensure that licensees are selling only those products and designs which have been approved by the University.
- E. Conduct on-site contract compliance audits with all licensees on a regular basis and follow up to ensure that all discrepancies are resolved.
- F. Conduct a minimum of sixty (60) yearly audits of licensed vendor records and facilities and report audit findings quarterly, including any recovered or unpaid royalties.
- G. Provide a "mid-year" review and a "year-end" review in each fiscal year, including an itemized listing of monies earned and spent.
- H. Provide detailed reports and analyses of quarterly royalties at the end of each quarter, including:
  - i. Automated benchmark analysis across institutions of similar size and scope.
  - ii. Analysis by product category.
  - iii. Collected data regarding licensee sales by distribution channels and retailers, specifically by retail account.

**6. Legal and Corporate Social Responsibility Services:**

- A. Consolidate and summarize Fair Labor Association (FLA) reports and findings quarterly, highlighting any changes that may affect any licensee's ability to maintain good standing with the FLA. The foregoing is subject to availability of such information as provided by the FLA.
- B. Provide support on corporate responsibility and labor code issues (specifically, the implementation of a labor code into license agreements and the collection and dissemination of factory site disclosure data).
- C. Integrate Corporate Responsibility objectives into each licensee's operations by assessing Corporate Responsibility performance at the application phase of the licensing process and reinforcing it throughout the term of the license with the foregoing to be done in coordination with the University.
- D. Assist the University in the trademark registration process and in preventing infringing uses of the Indicia.
- E. Payee shall be responsible for monitoring all new and pending trademark applications with respect to potential infringement on University's trademarks and shall promptly inform the University of any such third party infringement.

#### 7. Approvals

Payee agrees that it will permit the use of the Indicia only in connection with merchandise and promotion of the kind or character approved by the University. Payee acknowledges that if merchandise sold by licensees were of inferior quality in design, material or workmanship, the substantial goodwill that the University possesses in the Indicia may be impaired. Accordingly, Payee undertakes that the marketing will be done in such a way as to preserve the integrity, character and dignity of the University and that the items of merchandise shall be of high quality. To assure the implementation of the stated purposes, Payee will:

- A. For merchandise of the types described in Attachment D attached hereto, Payee will inspect a sample or design of the merchandise and shall submit to the University free of cost, for its approval in accordance with subparagraph 7(c), specification of description of the merchandise, photographs thereof, and if amendable, sample swatches. If approved by the University and if Payee believes that the sample is of the quality contemplated by this Agreement, Payee may approve the sample as the prototype of merchandise for production and sale.
- B. For merchandise of types not described in Attachment D or for which the Indicia to be used thereon depart significantly from the Indicia in Attachment C, Payee shall, before it permits the sale or distribution of any item of merchandise, furnish to the University free of cost, for its approval, a sample of each item of merchandise.

- C. Recognizing the time constraints of production schedules, University shall have three weeks from receipt of a sample or design for approval in which to reject said sample or design, and in the absence of rejection, or upon earlier written acceptance, the sample or design shall be deemed as accepted to serve as an example of quality for that item, subject however to the provisions of Paragraph 19 hereof. Only items manufactured in accordance with the corresponding samples or design accepted hereunder, and which have substantially the same relative quality position in the marketplace as do the samples or designs thereof, may be permitted to bear the Indicia. However, Payee may furnish to University a further sample or design of any item or merchandise for which a change in quality, style and/or appearance is desired, and University shall have three weeks from receipt thereof in which to reject the further sample or design in writing; failure to reject will be deemed to be approval of the further sample or design as an example of quality for that item of merchandise.
- D. Payee will submit to University for its prior approval all promotions developed by Payee.

# ATTACHMENT "C" INDICIA



# ATTACHMENT "D" CATEGORY LIST

Apparel Product Category List		Non-Apparel Product Category List	
<b>1. T-Shirts</b> 1.1. Crew Neck 1.2. V-Neck 1.3. Long Sleeve 1.4. Short Sleeve 1.5. Polo 1.6. Henley 1.7. Button Down 1.8. Tank Top 1.9. Undershirt 1.10. Thermal 1.11. Compression 1.12. Performance 1.13. Casual 1.14. Athletic 1.15. Formal 1.16. Specialty 1.17. Custom 1.18. Logo 1.19. Graphic 1.20. Text 1.21. Color 1.22. Pattern 1.23. Material 1.24. Weight 1.25. Length 1.26. Width 1.27. Neckline 1.28. Sleeve Length 1.29. Hem 1.30. Collar 1.31. Placket 1.32. Pocket 1.33. Button 1.34. Zipper 1.35. Closure 1.36. Label 1.37. Tag 1.38. Care Label 1.39. Manufacturer Label 1.40. Country of Origin Label 1.41. Size Label 1.42. Price Label 1.43. Barcode Label 1.44. QR Code Label 1.45. RFID Label 1.46. NFC Label 1.47. Smart Label 1.48. Hologram Label 1.49. Security Label 1.50. Anti-Fake Label 1.51. Anti-Theft Label 1.52. Anti-Tamper Label 1.53. Anti-Counterfeit Label 1.54. Anti-Scrap Label 1.55. Anti-UV Label 1.56. Anti-Static Label 1.57. Anti-Bacterial Label 1.58. Anti-Odor Label 1.59. Anti-Pollution Label 1.60. Anti-Radiation Label 1.61. Anti-Noise Label 1.62. Anti-Interference Label 1.63. Anti-EMI Label 1.64. Anti-ESD Label 1.65. Anti-Static Discharge Label 1.66. Anti-Static Protection Label 1.67. Anti-Static Shielding Label 1.68. Anti-Static Grounding Label 1.69. Anti-Static Monitoring Label 1.70. Anti-Static Detection Label 1.71. Anti-Static Prevention Label 1.72. Anti-Static Elimination Label 1.73. Anti-Static Reduction Label 1.74. Anti-Static Control Label 1.75. Anti-Static Management Label 1.76. Anti-Static Strategy Label 1.77. Anti-Static Policy Label 1.78. Anti-Static Procedure Label 1.79. Anti-Static Protocol Label 1.80. Anti-Static Standard Label 1.81. Anti-Static Specification Label 1.82. Anti-Static Requirement Label 1.83. Anti-Static Condition Label 1.84. Anti-Static Limit Label 1.85. Anti-Static Tolerance Label 1.86. Anti-Static Margin Label 1.87. Anti-Static Buffer Label 1.88. Anti-Static Reserve Label 1.89. Anti-Static Allowance Label 1.90. Anti-Static Clearance Label 1.91. Anti-Static Gap Label 1.92. Anti-Static Space Label 1.93. Anti-Static Distance Label 1.94. Anti-Static Interval Label 1.95. Anti-Static Period Label 1.96. Anti-Static Cycle Label 1.97. Anti-Static Frequency Label 1.98. Anti-Static Rate Label 1.99. Anti-Static Speed Label 1.100. Anti-Static Velocity Label	<b>2. Pants</b> 2.1. Jeans 2.2. Chinos 2.3. Trousers 2.4. Slacks 2.5. Shorts 2.6. Cargo 2.7. Joggers 2.8. Leggings 2.9. Undershorts 2.10. Thermal 2.11. Compression 2.12. Performance 2.13. Casual 2.14. Athletic 2.15. Formal 2.16. Specialty 2.17. Custom 2.18. Logo 2.19. Graphic 2.20. Text 2.21. Color 2.22. Pattern 2.23. Material 2.24. Weight 2.25. Length 2.26. Width 2.27. Neckline 2.28. Sleeve Length 2.29. Hem 2.30. Collar 2.31. Placket 2.32. Pocket 2.33. Button 2.34. Zipper 2.35. Closure 2.36. Label 2.37. Tag 2.38. Care Label 2.39. Manufacturer Label 2.40. Country of Origin Label 2.41. Size Label 2.42. Price Label 2.43. Barcode Label 2.44. QR Code Label 2.45. RFID Label 2.46. NFC Label 2.47. Smart Label 2.48. Hologram Label 2.49. Security Label 2.50. Anti-Fake Label 2.51. Anti-Theft Label 2.52. Anti-Tamper Label 2.53. Anti-Counterfeit Label 2.54. Anti-Scrap Label 2.55. Anti-UV Label 2.56. Anti-Static Label 2.57. Anti-Bacterial Label 2.58. Anti-Odor Label 2.59. Anti-Pollution Label 2.60. Anti-Radiation Label 2.61. Anti-Noise Label 2.62. Anti-Interference Label 2.63. Anti-EMI Label 2.64. Anti-ESD Label 2.65. Anti-Static Discharge Label 2.66. Anti-Static Protection Label 2.67. Anti-Static Shielding Label 2.68. Anti-Static Grounding Label 2.69. Anti-Static Monitoring Label 2.70. Anti-Static Detection Label 2.71. Anti-Static Prevention Label 2.72. Anti-Static Elimination Label 2.73. Anti-Static Reduction Label 2.74. Anti-Static Control Label 2.75. Anti-Static Management Label 2.76. Anti-Static Strategy Label 2.77. Anti-Static Policy Label 2.78. Anti-Static Procedure Label 2.79. Anti-Static Protocol Label 2.80. Anti-Static Standard Label 2.81. Anti-Static Specification Label 2.82. Anti-Static Requirement Label 2.83. Anti-Static Condition Label 2.84. Anti-Static Limit Label 2.85. Anti-Static Tolerance Label 2.86. Anti-Static Margin Label 2.87. Anti-Static Buffer Label 2.88. Anti-Static Reserve Label 2.89. Anti-Static Allowance Label 2.90. Anti-Static Clearance Label 2.91. Anti-Static Gap Label 2.92. Anti-Static Space Label 2.93. Anti-Static Distance Label 2.94. Anti-Static Interval Label 2.95. Anti-Static Period Label 2.96. Anti-Static Cycle Label 2.97. Anti-Static Frequency Label 2.98. Anti-Static Rate Label 2.99. Anti-Static Speed Label 2.100. Anti-Static Velocity Label	<b>3. Shoes</b> 3.1. Sneakers 3.2. Boots 3.3. Loafers 3.4. Dress Shoes 3.5. Sandals 3.6. Slippers 3.7. Flip-Flops 3.8. Crocs 3.9. Birkenstocks 3.10. Vans 3.11. Converse 3.12. Adidas 3.13. Nike 3.14. Puma 3.15. Reebok 3.16. Under Armour 3.17. New Balance 3.18. Asics 3.19. Mizuno 3.20. Onitsuka 3.21. Fila 3.22. Kappa 3.23. G-Star 3.24. HUGO BOSS 3.25. Armani 3.26. Versace 3.27. Gucci 3.28. Prada 3.29. Balmain 3.30. Saint Laurent 3.31. Givenchy 3.32. Dior 3.33. Chanel 3.34. Hermès 3.35. Louis Vuitton 3.36. Cartier 3.37. Bvlgari 3.38. Tiffany & Co. 3.39. Van Cleef & Arpels 3.40. Piaget 3.41. Richard Mille 3.42. Audemars Piguet 3.43. Jaeger-LeCoultre 3.44. Patek Philippe 3.45. Rolex 3.46. Omega 3.47. Breitling 3.48. TAG Heuer 3.49. Montblanc Meisterstück 3.50. Montblanc Meisterstück 3.51. Montblanc Meisterstück 3.52. Montblanc Meisterstück 3.53. Montblanc Meisterstück 3.54. Montblanc Meisterstück 3.55. Montblanc Meisterstück 3.56. Montblanc Meisterstück 3.57. Montblanc Meisterstück 3.58. Montblanc Meisterstück 3.59. Montblanc Meisterstück 3.60. Montblanc Meisterstück	<b>4. Accessories</b> 4.1. Hats 4.2. Scarves 4.3. Gloves 4.4. Socks 4.5. Belts 4.6. Wallets 4.7. Bags 4.8. Backpacks 4.9. Suitcases 4.10. Luggage 4.11. Travel Kits 4.12. First Aid Kits 4.13. Tool Kits 4.14. Cleaning Kits 4.15. Repair Kits 4.16. Maintenance Kits 4.17. Replacement Parts 4.18. Spare Parts 4.19. Extra Parts 4.20. Backup Parts 4.21. Reserve Parts 4.22. Allowance Parts 4.23. Clearance Parts 4.24. Gap Parts 4.25. Space Parts 4.26. Distance Parts 4.27. Interval Parts 4.28. Period Parts 4.29. Cycle Parts 4.30. Frequency Parts 4.31. Rate Parts 4.32. Speed Parts 4.33. Velocity Parts 4.34. Acceleration Parts 4.35. Deceleration Parts 4.36. Momentum Parts 4.37. Impulse Parts 4.38. Force Parts 4.39. Pressure Parts 4.40. Tension Parts 4.41. Compression Parts 4.42. Expansion Parts 4.43. Contraction Parts 4.44. Relaxation Parts 4.45. Stimulation Parts 4.46. Relaxation Parts 4.47. Stimulation Parts 4.48. Relaxation Parts 4.49. Stimulation Parts 4.50. Relaxation Parts

## ATTACHMENT "E" EXCEPTIONS

University concurs in the basic concept that no user of its marks and logos should be exempt from its licensing program and the payment of royalties and will make every good faith effort to comply with this concept. However, the University reserves the right to exempt any user from its licensing program and/or royalty payments if circumstances warrant that it would be in the best interest of the University.

University agrees that during the term of this Agreement, and any extensions thereof, there shall be no exemption for the University Bookstore or for any retail outlet or operation owned and operated by the University, or operated by an appointed agent of the University, for any item imprinted with Indicia involved in commercial resale.

The following exemptions apply to the Agreement:

- University purchases for internal consumption.

The parties understand that the University also has the right to grant licenses/usage rights to the Indicia covered by this Agreement, with respect to various third party agreements, including, but not limited to collaboration, partnership, sponsorship and/or other agreements for purposes not covered by this Agreement. The University shall also have the right to grant licenses/usage rights to the Indicia covered by this Agreement on a case-by-case basis, if such is deemed to be in the best interest of the University and does not materially impact CLC's ability to generate royalties as provided herein. Nothing herein shall restrict the University's rights pertaining to any of its trademarks/logos that are not part of the Indicia.