

AGREEMENT

This Agreement is entered into between the University of Notre Dame du Lac ("Notre Dame") and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison Division of Intercollegiate Athletics ("Wisconsin") (each a "Party" and collectively the "Parties") on the 8th day of August, 2017.

1. **PURPOSE:** The purpose of this Agreement is to confirm the arrangements and conditions under which Notre Dame and Wisconsin will compete in the following games of intercollegiate football (each a "Game" and, collectively, "the Games") to be played on the following dates at the following locations:

<u>DATE</u>	<u>LOCATION</u>	<u>HOME TEAM</u>
October 3, 2020	Lambeau Field, Green Bay, WI	Notre Dame
September 25, 2021	Soldier Field, Chicago, IL	Wisconsin

The home team as identified above is referred to herein as the Home Team, and the other party (the visitor) to each Game is referred to herein as the Visiting Team.

2. **OFFICIALS:** The conference of which Wisconsin is a member shall appoint officials, including Instant Replay crews, for the Game in which Wisconsin is the Home Team. An athletic conference designated by Notre Dame shall appoint officials, including Instant Replay crews, for the Game in which Notre Dame is the Home Team.

3. **ELIGIBILITY:** The Games shall be governed by the rules of the NCAA and applicable conference(s) (if any) in effect on the date of each Game. The eligibility of players to participate in the Games shall be determined by the rules of the NCAA, applicable conference(s) (if any), and the respective institutions in effect on the date of each Game.

4. **GAME MANAGEMENT AND REVENUES:** For each Game, Notre Dame and Wisconsin shall be responsible for the costs customarily associated with its respective football team's participation in a game of intercollegiate football, which for the purposes of illustration shall include (without limitation) team transportation, team lodging, team equipment, team supplies, team

meals, and team incidentals. With respect to all other costs of staging the Games (which for the purposes of illustration shall include (without limitation) credit card fees, facility fees and sales tax related to ticket sales for both the tickets sold by the stadium venues and by each of the parties; stadium rental fees; city and county taxes; additional facility operational costs not covered under stadium agreements such as Telecom and Video Control/Production; and traffic management costs), the general intention of the parties is that they shall share jointly and equally in such costs. Similarly, revenues and amenities associated with the Games (which for the purposes of illustration shall include (without limitation) ticket sales revenue, revenue from merchandise sales at the stadium and on-site for each Game, and game-specific sponsorships, but shall exclude television, radio, and broadcasting revenues) will also be shared jointly and equally. Notre Dame and Wisconsin acknowledge that details of actualizing these general intentions will require additional written agreement(s). In particular, Notre Dame and Wisconsin will jointly negotiate an agreement with each stadium that will host one of the Games (and with other third parties, as may be necessary), which agreements shall address the issues customarily associated with staging intercollegiate football games, including (without limitation) ticket pricing, ticket sales, game sponsorships, videoboard operations, replay operations, game marketing, premium hospitality offerings, stadium and on-site merchandise sales, concessions, parking, stadium operations, sideline operations, coach box operations, security, credentialing, medical personnel and support, media and broadcasting support, ushers, insurance requirements, and indemnification obligations; provided, however, that the Home Team for each Game shall have discretion to select the locker room, sideline, and jerseys that it will utilize for that Game, and the Visiting Team's options on such matters will be limited by the Home Team's selections. The parties agree that the terms of all such additional agreements must be consistent with the terms of this Agreement. For the avoidance of doubt, (i) all revenues that each party generates in connection with its football program that are not specific to the Games, such as revenues associated with season-long team sponsorships and television and radio broadcast rights, shall not be shared between the parties and shall remain with the party generating such revenues; (ii) the agreement of the parties to share jointly and equally in revenue from merchandise sales at the stadium and on-site for each Game shall not extend to licensing royalties associated with such merchandise, which shall be governed by the terms of the licensing agreements applicable to such merchandise; and (iii) revenues that each party generates through merchandise sales conducted other than on-site or in the stadium for each Game shall not be shared between the parties under the terms of this

Agreement, but the parties acknowledge that each may receive licensing royalty revenues for sales of jointly-licensed merchandise conducted in other locations (such as on each party's campus or through other merchandising outlets of the parties) under the terms of the licensing agreements applicable to such merchandise.

5. **GUARANTEE:** Neither party shall owe the other party the payment of a guarantee or other sum in return for that other party's agreement to participate in any Game under this Agreement.

6. **CANCELLATION:** Neither party shall be considered to have breached this Agreement for cancelling a Game on any of the following grounds: (i) an act of God, national emergency, natural disaster, war, terrorism, civil unrest, or court order; or (ii) the discontinuance of the NCAA in its current form such that the parties are either no longer members of the same athletic association or no longer members of the same division of a common athletic association. In the event that the parties are unable to negotiate successfully the agreement contemplated by Section 4 with the relevant stadium for either of the Games or in the event that stadium cancels such agreement, that Game shall not be cancelled but shall be played at a location to be determined by the mutual agreement of the parties.

7. **TICKETING:** The intention of the parties is that each party will have an equal share of the tickets available for sale to each Game and such tickets shall be materially the same in regards to type, quality, and price for each party. Each party shall be responsible for selling its ticket allocation in connection with each Game, provided that the parties shall work together in good faith to sell tickets that remain unsold proximate to the date of each Game. In accordance with Section 4, the further intention of the parties is that they shall share equally in the revenues associated with the sale of tickets in the Games. The parties acknowledge that the details of ticketing arrangements will be addressed in the separate agreements with each stadium that will host one of the Games, as referenced in Section 4; provided, however, that the prices for tickets to a Game will be agreed to by the parties no later than January 15 of the year in which that Game is scheduled and the parties further agree (subject to the approval of each stadium that will host one of the Games) that 3,000 tickets will be made available to each party's students for each Game (such that the number of student tickets for each Game will total 6,000 tickets) at a

price that will be the lowest price ticket for that Game as mutually agreed upon by the parties. The location of the student tickets in each stadium will be mutually agreed upon by the parties. Outside of this student ticket allotment, 500 complimentary tickets will be made available to each party's band for each Game and will be allocated from each institution's total allotment. Each party's cheerleading squad, dance team, and mascot shall be admitted to the Game by credentials and without requiring a purchased ticket for such individuals; provided, however, that the maximum number of individuals that may be admitted for each party on such basis shall be limited to thirty (30) individuals and that such individuals remain in area of the stadium designated for their access. Subject to the approval of the relevant stadium, each party shall receive: (i) 400 complimentary parking passes for the Game scheduled for 2020; (ii) 200 complimentary parking passes for the Game scheduled for 2021; (iii) 4 complimentary suites to each Game; and (iv) the option to purchase 4 suites to each Game on equal terms as the other party.

8. **RADIO:** Each party shall be permitted to provide its audio broadcast of the Games to its ordinary institutional radio broadcast network and/or normal recurring set of stations/outlets, which broadcast may be distributed via terrestrial radio, satellite radio, internet and other digitally distributed means. Neither party may resell or grant Game audio broadcast rights to any other third party networker. In addition, a single student radio station from each the Home Team and the Visiting Team shall be permitted to produce a radio broadcast of each Game. There shall be no sharing of radio revenue between the parties.

9. **TELEVISION:** If a crossover agreement applies to any Game played subject to this Agreement, such crossover agreement shall govern in the event of any conflict between the crossover agreement and this Section 9.

A. Wisconsin acknowledges and agrees that (a) all rights to telecast or distribute (live or delayed, whole or condensed (including highlights), throughout the universe, in any and all markets, in any and all languages and via any and all forms of media and methods of distribution and distribution technology) the Game for which Notre Dame is the Home Team belong to Notre Dame, (b) Notre Dame shall have the exclusive right to enter into agreements with certain third parties for the telecast or distribution of the

Game for which Notre Dame is the Home Team, (c) Notre Dame has no ability to grant Wisconsin any rights for the telecast or distribution of the Game for which Notre Dame is the Home Team, and (d) Notre Dame shall have the exclusive right to retain all revenues derived from the telecast or distribution of the Game for which Notre Dame is the Home Team.

B. Notre Dame acknowledges and agrees that (a) all rights to telecast or distribute (live or delayed, whole or condensed (including highlights), throughout the universe, in any and all markets, in any and all languages and via any and all forms of media and methods of distribution and distribution technology) the Game for which Wisconsin is the Home Team have been assigned by Wisconsin to the Big Ten Conference ("The Big Ten"), (b) The Big Ten shall have the exclusive right to enter into agreements with certain third parties for the telecast or distribution of the Game for which Wisconsin is the Home Team, (c) Wisconsin has no ability to grant Notre Dame any rights for the telecast or distribution of the Game for which Wisconsin is the Home Team, and (d) The Big Ten shall have the exclusive right to retain all revenues derived from the telecast or distribution of the Game for which Wisconsin is the Home Team.

C. Both the Home Team and the Visiting Team shall have the right to produce films and/or videotapes of the Games played pursuant to this Agreement for internal use by the football coaches and student-athletes and for evaluation by professional personnel only and for no other purpose. The Home Team agrees to provide facilities for such cameras as may be reasonably required by the Visiting Team to produce such films and/or videotapes. In addition, the Visiting Team shall be allowed to use up to eight minutes (8:00) of footage originating from the live telecast of the Game, subject to any timeframe restrictions present in the Home Team's television contract, as part of a weekly coaches' show, and up to three minutes (3:00) of footage originating from the live telecast of the Game, subject to any timeframe restrictions present in the Home Team's television

contract, for use on the Visiting Team's official athletics website. Any other usage by the Visiting Team of footage originating from the live telecast of the Games played pursuant to this Agreement shall be governed by a separate agreement between the Visiting Team and the applicable broadcast partner (which, with respect to Wisconsin, Notre Dame acknowledges is The Big Ten). In no event shall the Visiting Team interfere with the filming of the Game by the television network camera crew or the Home Team.

10. **SPONSORSHIPS:**

A. Team Sponsorships. For each Game, each party shall have the right to control its use of the equipment and supplies that are customarily within a team's control in connection with that team's participation in a collegiate football game, which equipment and supplies shall include without limitation player and coach apparel, uniforms, coach headsets, player equipment, footballs for team use, cups, coolers, ice chests, squeeze bottles, sideline carts, and towels. The Visiting Team's right of control shall extend to the display of sponsorship recognition on such equipment and supplies, which may include without limitation the display of sponsor names, logos, and/or trademarks.

B. Game Sponsorships. Wisconsin acknowledges that Notre Dame is transitioning its management of athletics sponsorships. Notre Dame shall notify Wisconsin at the completion of this transition, upon which the parties shall negotiate how sponsorships and associated revenues will be secured, managed, and allocated between the parties in relation to the Games.

11. **MISCELLANEOUS PROVISIONS:**

A. The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

B. By executing this Agreement, the undersigned parties represent and warrant that they are each authorized to act on behalf of the educational institution they represent

and the terms of this Agreement shall bind each institution and their respective officers, trustees, employees, agents, servants, affiliates and successors. The parties further acknowledge that they may have crossover agreements with independent entities, which may have terms that are substantially different than those set forth herein, and that the existence of such other agreements shall have no effect on the rights and obligations of the parties under this Agreement except as expressly set forth in Section 9.

C. All notices, consents, requests, demands or other communications to the respective parties shall be in writing and shall be effective for all purposes upon receipt in the case of: (i) personal delivery; (ii) delivery by messenger or overnight carrier; or (iii) delivery by U.S. first class certified or registered mail, postage prepaid. Either party may change its address by written notice to the other party in any manner set forth in this Section 11.C.

D. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party.

E. No amendment, modification, supplement, or waiver of any obligations under this Agreement shall be binding unless set forth in a writing signed by the party against which enforcement is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.

F. This Agreement constitutes the entire agreement between the parties pertaining to the matters referred to herein, and supersedes and renders null and void all prior and contemporaneous agreements, representations, understandings, correspondence, discussions, exchanges, and other communications to the extent such concern football games to be played between the parties in 2020 and/or any year thereafter. However, the parties acknowledge that, as contemplated under Section 4, subsequent agreements will be necessary to effectuate the intent of the parties as set forth in this Agreement.

G. Each party shall execute and deliver all such documents and do all such acts as the other party may reasonably request for accomplishing the purposes of this Agreement.

H. This Agreement does not, and is not intended to, create a joint venture, partnership, association or other entity or create a fiduciary or principal/agency relationship between the parties to this Agreement.

I. None of the provisions of this Agreement shall be for the benefit of or be enforceable by any third party, including the creditors of any party hereto.

J. If any portion of this Agreement is declared null, void, invalid, or unenforceable, such provisions shall be stricken from the Agreement. All of the provisions of this Agreement not so stricken shall remain in full force and effect and shall be binding upon the parties.

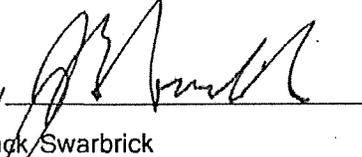
IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first set forth above.

UNIVERSITY OF WISCONSIN:

By 
Laurent Heller

Title: Vice Chancellor for
Finance and Administration

UNIVERSITY OF NOTRE DAME DU LAC:

By 
Jack Swarbrick

Title: Vice President and Director of Athletics