

Sponsor #: KR190354
Contract #: 713-233720
Date: July 01, 2021

Sponsor:
Botanic Tonics, LLC
Attn: JW Ross
740 Kingman Ave.
Santa Monica, CA 90402

Bill To:
Botanic Tonics, LLC
Attn: JW Ross
740 Kingman Ave.
Santa Monica, CA 90402

This Marketing and Sponsorship Agreement ("Agreement"), effective as of the date set forth above, between Sponsor and Seminole Sports Properties, LLC ("Provider"), relates to sponsorship opportunities and specific inventory items at Florida State University, solely with respect to its athletics department ("University"). Provider, University's designated multi-media rights holder, appreciates Sponsor's commitment to support and sponsor University. The parties agree as follows:

Benefits: Each Contract Year (as defined below) during the Term (as defined below), Provider will provide Sponsor the benefits described on Exhibit A ("Benefits").

Term: 07/01/2021 through 06/30/2025

Sponsorship Fee:

<u>Contract Year</u>	<u>Cash Amount</u>
2021-2022	[REDACTED]
2022-2023	[REDACTED]
2023-2024	[REDACTED]
2024-2025	[REDACTED]

Additional Provisions:

1. No agency commission(s) or fee(s) are included in the above Cash Amount(s). Sponsor is solely responsible for paying each such Cash Amount(s) pursuant to the below Installment Billing Schedule.
2. "Contract Year" means July 1 through June 30 each year during the Term.
3. With respect to any vehicle display(s) included in the Benefits, Sponsor is solely responsible for (i) setting up and monitoring any such display, including, without limitation, all vehicle supervision, and (ii) any liability arising therefrom. Provider and its employees and agents will have no responsibility, nor will they be permitted, to move, drive, place or secure any vehicle for any such display(s).
4. This Agreement is governed by the additional Terms and Conditions set forth on Exhibit B.
5. Category Exclusivity. During the Term, Sponsor will be University's exclusive sponsor with respect to the Category (as defined hereinafter). For purposes of this Agreement, exclusivity is defined as Sponsor's right to be (i) designated and advertised as University's only official corporate sponsor with respect to the Category and (ii) designated as the only entity with respect to the Category having the right to use University Marks (as defined hereinafter) in advertising and promotional materials, as pre-approved by Provider in each instance. "Category" shall be defined as medicinal tonics taken to give a feeling of vigor or well-being.

INSTALLMENT BILLING SCHEDULE

<u>Invoice Date</u>	<u>Invoice Amount</u>
4/1/2022	[REDACTED]
7/1/2022	[REDACTED]
10/1/2022	[REDACTED]
1/1/2023	[REDACTED]
4/1/2023	[REDACTED]
7/1/2023	[REDACTED]
10/1/2023	[REDACTED]
1/1/2024	[REDACTED]
4/1/2024	[REDACTED]
7/1/2024	[REDACTED]
10/1/2024	[REDACTED]

1/1/2025
4/1/2025



Sponsor shall submit each payment by check or wire transfer. If Sponsor pays by check, then Sponsor shall send the check, together with a remittance or invoice identifying University and this Agreement, to the following remittance address, unless and until Provider directs otherwise: Seminole Sports Properties, LLC, c/o Learfield Communications, LLC, P.O. Box 843038, Kansas City, MO 64184-3038. If Sponsor pays by wire or funds transfer, then Sponsor shall request applicable account information from either Provider's chief financial officer or accounting department. With respect to processing Sponsor's payment(s) hereunder, Provider will not engage with any third-party payment processor (e.g., Ariba, PayModeX).

*Terms: Due Net Ten (10) Days
Checks made payable to Seminole Sports Properties, LLC*

AGREED AND ACCEPTED:

Botanic Tonics, LLC

By: Jerry Ross

Name: JW Ross

Title: Founder

Date: 03/25/2022

Seminole Sports Properties, LLC

By: Caleb Swann

Name: Caleb Swann

Title: General Manager

Date: 3/25/22

*Thank you for your business!
For billing inquiries, please contact Provider's Office of Accounts Receivable at (336) 831-0737.*

Exhibit A

Benefits

Contract Year 2021-2022

<u>Provider</u>	<u>Sport</u>	<u>Product</u>	<u>Item Name</u>	<u>Quantity</u>	<u>Events</u>
Seminole Sports Properties, LLC	All Sports	Intellectual Property	National Use of University Marks. Description: Sponsor shall have no domestic geographic limitations with respect to its use of University Marks hereunder. With respect to any digital Benefits described herein, unless the parties mutually agree otherwise, Sponsor may use University Marks only on inventory purchased through Provider and/or Sponsor's owned channels.	1	Season
Seminole Sports Properties, LLC	All Sports	Intellectual Property	Official Designation Note: "Official Sponsor of Florida State Athletics"; "Official Tonic of Florida State Athletics"	1	Season
Seminole Sports Properties, LLC	All Sports	Sponsorship	Spear-It Rewards Associate Sponsor Description: Includes min. four (4) email blasts	1	1
Seminole Sports Properties, LLC	Baseball	Display/Sampling	Onsite Display/Activation Description: Game Day Display (10x10)	1	1
Seminole Sports Properties, LLC	Baseball	Hospitality	Suite & Hospitality Package Note: includes twenty tickets	1	1
Seminole Sports Properties, LLC	Baseball	Signage	Back Stop LED (Half-Inning Rotation)	1	Season
Seminole Sports Properties, LLC	Baseball	Signage	Videoboard Feature Note: Feel Free Base feature	1	Season
Seminole Sports Properties, LLC	Baseball	Signage	Videoboard LED Rotation - Upper	1	Season
Seminole Sports Properties, LLC	Baseball	Sponsorship	Game Sponsorship Description: Game Entitlement	1	1
Seminole Sports Properties, LLC	Baseball	Tickets/Suites/Parking	Season Ticket	4	Season
Seminole Sports Properties, LLC	Football	Display/Sampling	Spring Game - Onsite Display/Activation	1	1
Seminole Sports Properties, LLC	Football	Sponsorship	Friday Night Block Party Participating Sponsor	1	Season
Seminole Sports Properties, LLC	Special Event	Sponsorship	Garnet and Gold 4 Miller Presenting Sponsor Description: one of four presenting sponsors; assets provided through event sponsorship	1	1
Seminole Sports Properties, LLC	Softball	Display/Sampling	Onsite Display/Activation Description: Game Day Display 10x10 at one (1) mutually agreed upon game	1	1
Seminole Sports Properties, LLC	Softball	Signage	PA Announcement	1	Season
Seminole Sports Properties, LLC	Volleyball	Display/Sampling	Beach Volleyball - Onsite Display/Activation Description: Beach Volleyball Game Day Display (10x10)	1	1
Seminole Sports Properties, LLC	Volleyball	Signage	Beach Volleyball - A-Frame Description: Static Signage located near stands	1	Season
Seminole Sports Properties, LLC	Volleyball	Sponsorship	Beach Volleyball - Game Sponsorship Description: Beach Volleyball Match Entitlement	1	1

Contract Years 2022-2023, 2023-2024 and 2024-2025

<u>Provider</u>	<u>Sport</u>	<u>Product</u>	<u>Item Name</u>	<u>Quantity</u>	<u>Events</u>
Seminole Sports Properties, LLC	All Sports	Hospitality	Tour of Athletics Facility (Maximum of 20 Guests)	1	1
Seminole Sports Properties, LLC	All Sports	Intellectual Property	National Use of University Marks. Description: Sponsor shall have no domestic geographic limitations with respect to its use of University Marks hereunder. With respect to any digital Benefits described herein, unless the parties mutually agree otherwise, Sponsor may use University Marks only on inventory purchased through Provider and/or Sponsor's owned channels.	1	Season
Seminole Sports Properties, LLC	All Sports	Intellectual Property	Official Designation Note: "Official Sponsor of Florida State Athletics"; "Official Tonic of Florida State Athletics"	1	Season

Seminole Sports Properties, LLC	All Sports	Sponsorship	Spent-It Rewards Associate Sponsor Description: Includes min. four (4) email blasts	1	Season
Seminole Sports Properties, LLC	Baseball	Hospitality	Suite & Hospitality Package Note: Includes twenty tickets	1	1
Seminole Sports Properties, LLC	Baseball	Signage	Back Stop LED (Half-Inning Rotation)	1	Season
Seminole Sports Properties, LLC	Baseball	Signage	Videoboard Feature Note: Feel Free Base feature	1	Season
Seminole Sports Properties, LLC	Baseball	Signage	Videoboard LED Rotation - Upper	1	Season
Seminole Sports Properties, LLC	Baseball	Sponsorship	Game Sponsorship Description: Game Entitlement	1	1
Seminole Sports Properties, LLC	Baseball	Tickets/Suites/Parking	Season Ticket	4	Season
Seminole Sports Properties, LLC	Basketball	Signage	Arena Level LED (Non-TV Visible) Note: Includes fascia LED and center ring LED	4 min.	Season
Seminole Sports Properties, LLC	Basketball	Signage	Stanchion Goal Arm LED	2 min.	Season
Seminole Sports Properties, LLC	Basketball - Men's	Display/Sampling	Onsite Display/Activation Description: Game Day Display Note: Concourse Activation	1	4
Seminole Sports Properties, LLC	Basketball - Men's	Display/Sampling	Onsite Display/Activation Description: Game Day Display Note: Suite activation	1	4
Seminole Sports Properties, LLC	Basketball - Men's	Promotions	On-Court Promotion Note: to be used along game entitlement	1	1
Seminole Sports Properties, LLC	Basketball - Men's	Signage	Videoboard Feature Note: TBD Promotion	1	Season
Seminole Sports Properties, LLC	Basketball - Men's	Sponsorship	Game Sponsorship Description: Game Entitlement	1	1
Seminole Sports Properties, LLC	Basketball - Men's	Tickets/Suites/Parking	Suite Ticket	4	1
Seminole Sports Properties, LLC	Basketball - Women's	Display/Sampling	Onsite Display/Activation Description: Game Day Display (10x10)	1	2
Seminole Sports Properties, LLC	Basketball - Women's	Signage	Videoboard Feature Note: TBD Promotion	1	Season
Seminole Sports Properties, LLC	Fan365	Digital	Fall Fan365 Geo & Demo Display Banner Description: Fan365 for season long digital display media campaign targeting school fans in the local geography. Demographic targeting can be layered on optionally. 1,000,000 impressions guaranteed. Includes delivery on OAS. Campaign reporting includes impressions, clicks, and website visits via pixel.	1	Season
Seminole Sports Properties, LLC	Fan365	Digital	Fall Fan365 Geo & Demo Facebook or Instagram Feed Ad - Display or Video Description: Fan365 add-on for a season-long Facebook and Instagram Ads campaign run from a brand's social pages and targeting school fans in the local geography with three (3) social ad. Demographic targeting can be layered on optionally. 1,500,000 impressions guaranteed. Campaign reporting includes impressions, clicks, and website visits via pixel, and ad engagement as provided by Facebook.	1	Season
Seminole Sports Properties, LLC	Fan365	Digital	Winter Fan365 Geo & Demo Display Banner Description: Fan365 for season long digital display media campaign targeting school fans in the local geography. Demographic targeting can be layered on optionally. 1,000,000 impressions guaranteed. Includes delivery on OAS. Campaign reporting includes impressions, clicks, and website visits via pixel.	1	Season
Seminole Sports Properties, LLC	Football	Display/Sampling	Seminole Village Display Note: Includes roaming rights for representatives	1	Season
Seminole Sports Properties, LLC	Football	Display/Sampling	Spring Game - Friday Night Block Party Onsite Display/Activation Description: 10x10	1	1
Seminole Sports Properties, LLC	Football	Display/Sampling	Spring Game - Onsite Display/Activation Description: 10x10 with roaming rights	1	1
Seminole Sports Properties, LLC	Football	Display/Sampling	Suite Onsite Display/Activation Description: ability to place product in all suites	2	1
Seminole Sports Properties, LLC	Football	Hospitality	Corporate Hospitality Description: Four (4) Passes to SSP Pre-Game Hospitality for every home game	4	Season
Seminole Sports Properties, LLC	Football	Hospitality	Corporate Hospitality Note: includes private tent, tickets, food and beverage for 30 people to one (1) home game	30	1

Seminole Sports Properties, LLC	Football	Signage	End Zone Tunnel LED	4 min.	Season
Seminole Sports Properties, LLC	Football	Signage	Stadium Level LED Signage	4 min.	Season
Seminole Sports Properties, LLC	Football	Signage	Videoboard Feature Note: T-Shirt Toss, etc.	1	Season
Seminole Sports Properties, LLC	Football	Signage	Videoboard LED Square Rotation	1	Season
Seminole Sports Properties, LLC	Football	Sponsorship	Friday Night Block Party Participating Sponsor	1	Season
Seminole Sports Properties, LLC	Football	Tickets/Suites/Parking	Pre-Game Field Pass Note: reserved for the pre-game tent game	4	1
Seminole Sports Properties, LLC	Football	Tickets/Suites/Parking	Season Ticket	4	Season
Seminole Sports Properties, LLC	Football	Tickets/Suites/Parking	Single Game Ticket Note: tickets for corporate hospitality day	30	1
Seminole Sports Properties, LLC	Special Event	Sponsorship	Garnet and Gold 4 Miller Presenting Sponsor Description: one of four presenting sponsors; assets provided through event sponsorship	1	1
Seminole Sports Properties, LLC	Soccer	Display/Sampling	Onsite Display/Activation Description: Game Day Display 10x10	1	1
Seminole Sports Properties, LLC	Soccer	Signage	Videoboard Logo with PA Announcement	1	Season
Seminole Sports Properties, LLC	Social Media	Digital	Graphic Series Description: Series of graphics posted to social channels Note: One Football and One Beach Volleyball	2	Season
Seminole Sports Properties, LLC	Social Media	Digital	Lead Generation Description: Enter-to-win sweepstakes; includes landing page, promotional social graphic(s), paid social media impressions (100K), and post-campaign entrant database.	1	Season
Seminole Sports Properties, LLC	Social Media	Digital	Video Description: Single video posted to social channels packaged with paid social media impressions (100K)	1	1
Seminole Sports Properties, LLC	Softball	Display/Sampling	Onsite Display/Activation Description: Game Day Display 10x10 at one (1) mutually agreed upon game	1	1
Seminole Sports Properties, LLC	Softball	Signage	PA Announcement	1	Season
Seminole Sports Properties, LLC	Track & Field	Digital	Logo Inclusion - Gameday Graphic Description: logo inclusion on all gameday graphics pushed out on Track & Field account	1	Season
Seminole Sports Properties, LLC	Track & Field	Display/Sampling	Onsite Display/Activation Description: Game Day Display (10x10) at FSU	1	1
Seminole Sports Properties, LLC	Track & Field	Signage	XC Invitational A-Frame Description: Static Chute Signage at FSU XC Invitational	1	Season
Seminole Sports Properties, LLC	Track & Field	Signage	Mike Long Track Complex: Banner Description: static banner on the fence at Track and Field facility	1	Season
Seminole Sports Properties, LLC	Volleyball	Display/Sampling	Beach Volleyball - Onsite Display/Activation Description: Beach Volleyball Game Day Display (10x10)	1	1
Seminole Sports Properties, LLC	Volleyball	Print	Beach Volleyball - Posters Description: Beach Volleyball Poster - One-Color Sponsor Logo Presence	1	Season
Seminole Sports Properties, LLC	Volleyball	Signage	Sand Volleyball - A-Frame Description: Static Signage located near stands	1	Season
Seminole Sports Properties, LLC	Volleyball	Sponsorship	Beach Volleyball - Game Sponsorship Description: Beach Volleyball Match Entitlement Note: includes all media and PA announcements, first serve, and activation space	1	1

Exhibit B

Terms and Conditions

University Marks. To the extent Benefits include the right to make use of University's names, logos, trademarks, service marks, trade names or other identifying indicia ("University Marks"), Sponsor shall provide Provider, for prior review and approval, all proposed uses of University Marks and examples thereof. Sponsor shall use University Marks only (i) in the exact form, manner and context Provider approves in writing and (ii) as further detailed on Exhibit A. Sponsor may not use University Marks in connection with the name, image or likeness ("NIL") of any current student athlete, unless otherwise set forth on Exhibit A and, then, only to the extent explicitly set forth thereon. Sponsor must obtain all promotional premium products bearing University Marks from a Provider-approved licensed provider, which shall be responsible for assuring such products comply with all applicable University licensing requirements (including, but not limited to, compliance with applicable licensing-royalty payments).

Sponsor acknowledges University Marks are and will remain the exclusive property of University, which is the sole owner of University Marks and their associated goodwill, and Sponsor, by reason of this Agreement or otherwise, has not acquired any right, title, interest or ownership claim to them. Each of Sponsor's uses of University Marks, and any and all goodwill arising from each such use, inures solely to University's benefit.

Insurance. At all times during the Term, Sponsor shall carry (i) commercial general liability insurance (including, without limitation, premises-operations, broad-form property damage, products and completed operations, contractual liability, independent contractors and personal and advertising injury) with a minimum combined single limit for each occurrence of at least One Million Dollars (\$1,000,000.00), a general aggregate of Two Million Dollars (\$2,000,000.00) and a separate products-completed operations aggregate of Two Million Dollars (\$2,000,000.00), (ii) commercial automobile liability insurance with a minimum combined single limit of at least One Million Dollars (\$1,000,000.00) for each accident, (iii) workers' compensation insurance, as required by applicable law, (iv) employer's liability insurance with minimum limits of not less than One Million Dollars (\$1,000,000.00) for each accident and One Million Dollars (\$1,000,000.00) for disease coverage for each employee and policy and (v) umbrella liability insurance with a minimum combined single limit for each occurrence of at least Five Million Dollars (\$5,000,000.00) and an aggregate of Five Million Dollars (\$5,000,000.00). Each of Sponsor's automobile liability policy, general liability policy and umbrella liability policy is to (a) be written on a primary and non-contributory basis and (b) name as additional insureds Provider and its parent, subsidiary and affiliated companies, including their respective directors, officers, employees and agents. Under each policy listed above, a waiver of subrogation will be included in favor of Provider and its parent, subsidiary and affiliated companies, including their respective directors, officers, employees and agents. Sponsor will be responsible for paying any deductible or retention under its

policies. Upon request, Sponsor shall furnish Provider certificates of insurance evidencing its compliance with this section's provisions.

Benefits. Unless otherwise specifically stated on Exhibit A or elsewhere in this Agreement, all Benefits are for the regular season only. If, for any reason other than Sponsor's fault, Provider is unable to provide Sponsor with any Benefit(s), then Provider will notify Sponsor and offer Sponsor make-good benefits in lieu of the Benefit(s) Provider is unable to provide Sponsor ("Alternative Make-Good Benefits"). Alternative Make-Good Benefits will not, however, include tickets, hospitality, catering or similar benefits that involve an out-of-pocket cost to Provider. Alternative Make-Good Benefits will be subject to Sponsor's approval, which approval will not be unreasonably withheld, delayed or conditioned. Until such time as Alternative Make-Good Benefits are agreed upon, Sponsor will continue to pay the full Sponsorship Fee to Provider as set forth above. If the parties are unable to agree on Alternative Make-Good Benefits, then such disagreement will not be considered a breach of this Agreement and this Agreement will not terminate, but rather the Sponsorship Fee to be paid by Sponsor will be adjusted to reflect the Benefit(s) not available to Sponsor.

University Notice. If Provider is advised by University that Provider no longer has the right to provide Sponsor all the Benefits ("University Notice"), then Provider will have the option to terminate this Agreement at the end of the Contract Year for which the University Notice is applicable, with no further liability or obligations of either party under this Agreement thereafter, except for payment of the Sponsorship Fee still owed by Sponsor at the time of termination. If the University Notice requires Provider to terminate this Agreement prior to the end of the then-current Contract Year for which the University Notice is applicable, then this Agreement will terminate upon Provider's written notice to Sponsor and Sponsor will (i) receive a *pro rata* refund of the Sponsorship Fee equal to the value of Benefits not yet received as a result of the termination or (ii) pay Provider for Benefits received but not yet paid for, but in no event will either party have any further liability or obligation to the other party under this Agreement. In the event of this Agreement's termination as a result of a University Notice, Sponsor will have no obligation to pay the Sponsorship Fee for the period after the effective termination date. Notwithstanding the foregoing, in lieu of this Agreement terminating because of a University Notice, Provider and Sponsor may negotiate for a period of thirty (30) days following Provider's receiving the University Notice in order to determine whether alternative benefits can be offered to Sponsor and, if offered, whether they are acceptable to Sponsor ("Alternative Benefits"). If Alternative Benefits are offered and accepted, then this Agreement will not terminate as a result of the University Notice but instead will remain in full force and effect with the Alternative Benefits. Notwithstanding any other provision herein, whether either party agrees to Alternative Benefits or an amendment to this Agreement is within the party's sole discretion.

Preparation of Promotional/Sponsorship Materials. Provider is responsible for providing publication space or spot-advertisement locations for Sponsor-prepared promotional/sponsorship recognitions or advertising. Advertising production, video or graphics production, talent charges and service charges, if any, are not covered under this Agreement and remain Sponsor's sole responsibility, but Sponsor can obtain from Provider any such services for an additional service fee. Sponsor is responsible for timely submitting to Provider its advertisements, promotional/sponsorship recognitions, graphics, LED designs, video-board features, Internet displays and/or any other creative materials, as applicable, for Benefits ("Sponsorship Materials"). Sponsorship Materials (whether provided by Sponsor or on its behalf) are subject to Provider's written approval, which approval will not constitute approval as to conformity with any federal, state or local laws or regulations. If, by the deadline date (which Provider will provide Sponsor), Provider has not received from Sponsor its applicable Sponsorship Materials for publication, distribution or display, or if, after the deadline date, Sponsor submits to Provider copy corrections of applicable Sponsorship Materials, then Provider will not be obligated to publish Sponsorship Materials (or corrected Sponsorship Materials, as the case may be). Provider's failure to publish Sponsorship Materials (or corrected Sponsorship Materials) due to Sponsor's failure to meet the deadline date, however, in no way will relieve Sponsor of any of its obligations and duties under this Agreement, including its obligation to submit payments in full, as set forth in the Installment Billing Schedule. Sponsor shall indemnify, defend and hold harmless Provider and University, and each of their parents, subsidiaries, affiliates, officers, trustees, employees and agents, from and against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from Provider's publishing Sponsorship Materials, or any parts thereof, in the form or format Sponsor (or its agent) provides, approves or requests.

Compliance. In connection with Sponsor's activities hereunder, during the Term, Sponsor shall comply with the policies, rules and regulations of University and any athletics conference to which University belongs (as Provider may provide Sponsor from time to time), as well as the National Collegiate Athletic Association's ("NCAA") constitution, bylaws and rules (publicly available at www.ncaa.org). Sponsor shall indemnify, defend and hold harmless Provider and University, and each of their parents, subsidiaries, affiliates, officers, trustees, employees and agents, from and against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from Sponsor's (or its agent's) breach or alleged breach of this section's provisions.

Effect of Breach. If Sponsor fails to make a payment by such payment's due date, as set forth in the Installment Billing Schedule (and fails to cure any such non-payment within ten (10) days after receiving from Provider written notice with respect thereto), then Provider reserves the right to suspend delivery (or provision) of Benefits to Sponsor and/or to terminate this Agreement, effective upon written notice from Provider to Sponsor. If Sponsor breaches the University Marks section (including, without limitation, any unauthorized use of University Marks) or the Compliance section, then Provider

reserves the right to terminate this Agreement effective upon written notice from Provider to Sponsor. If Provider terminates this Agreement before the Term concludes due to Sponsor's uncured breach, then Sponsor will remain liable for all payments due under this Agreement whether accruing before or after such termination. Sponsor agrees and acknowledges that, in the event of such uncured breach, Provider will be a lost volume seller and, as such, will have no obligation to mitigate its damages hereunder.

Cross-Default. In the event of an uncured breach in any agreement other than this Agreement between Sponsor and Provider or any affiliate of Provider, Provider will have the right to terminate this Agreement effective upon written notice to Sponsor.

Limitation of Liability. In no event will either party be liable for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party alleged to be liable has knowledge of the possibility of such damages, whether under contract, tort (including negligence), strict liability or any other theory of liability; provided, however, nothing shall limit Provider's right to seek full payment of the Sponsorship Fee (without any obligation to mitigate) due to Sponsor's material breach hereunder. Provider will not, under any circumstances, be liable for any amount in excess of the total Sponsorship Fee actually paid to Provider in the twelve (12) months prior to the date any claim is asserted.

Unforeseen Events. If, due to public emergency or necessity, epidemic or pandemic, legal restrictions, labor disputes, strikes, boycotts, acts of God or similar reasons, including, but not limited to, mechanical or technological breakdowns beyond its control and without its fault, Provider is unable to perform any of its obligations hereunder, then Provider will not be liable to Sponsor, except to the extent of providing Sponsor suitable mutually agreed upon Alternative Make-Good Benefits. Until such time as Alternative Make-Good Benefits are agreed upon, Sponsor will continue to pay the full Sponsorship Fee to Provider as set forth above. If the parties are unable to agree on Alternative Make-Good Benefits, then such disagreement will not be considered a breach of this Agreement and this Agreement will not terminate, but rather the Sponsorship Fee to be paid by Sponsor will be adjusted to reflect the Benefit(s) not available to Sponsor.

Late Payments/Sales or Other Taxes. All late payments are subject to a late payment fee of two percent (2%) per month or the highest rate allowed by law together with all costs and expenses of collection, including attorneys' fees and court costs. If any sales tax, use tax, gross receipts tax, service tax or other tax (other than Provider's income tax) is imposed in connection with any Benefits or payment hereunder, then Sponsor will pay such tax on or before the due date thereof and, if not otherwise paid, any unpaid amount thereof will be added to the invoice for the period that includes such due date.

Assignment. This Agreement is personal to Sponsor. Sponsor shall not sell, transfer or assign this Agreement, or any of Sponsor's rights hereunder, without Provider's prior written approval, and no rights will devolve by operation of law or otherwise upon any Sponsor assignee, receiver, liquidator,

trustee or other third party. Any unauthorized assignment will be void and of no effect unless approved by Provider in writing. Subject to the foregoing, this Agreement will be binding upon any approved Sponsor assignee or successor, and this Agreement will inure to the benefit of Provider, its successors and permitted assigns.

Miscellaneous. This Agreement (i) sets forth the parties' entire understanding with respect to its subject matter, (ii) supersedes all prior negotiations and agreements, whether written or oral, between the parties concerning such subject matter and (iii) may be modified or amended only by a written instrument each party signs. Each party represents and warrants to the other party (a) the individual signing this Agreement on its behalf is duly authorized to do so and (b) no representations have been made or relied upon other than those expressly provided for herein. This Agreement may be executed via delivery of a facsimile transmission or other commonly used electronic means (e.g., via a PDF attachment) in one (1) or more

counterpart, each of which will be deemed an original, but all of which, taken together, constitute one (1) and the same agreement. No party's agent, employee or other representative is empowered to alter any of this Agreement's terms unless via written instrument signed by the appropriate party's authorized officer or agent. A waiver by either party of any of this Agreement's terms or conditions in any instance will not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. Notwithstanding the University Notice section, Provider may terminate this Agreement, effective immediately upon delivering to Sponsor written notice thereof, if Provider's University rights agreement is terminated for any reason; provided, however, Provider shall provide Sponsor a *pro rata* refund of any amounts paid for Benefits not yet received as of such effective termination date. This Agreement is governed by and construed in accordance with the laws of the state of Texas, without giving effect to its conflict of law rules.