



January 6, 2023

Scott Woodward
Director of Athletics
Louisiana State University
LSU Athletics Administration Building
Baton Rouge, LA 70803

Dear Scott:

This letter serves as an agreement ("**Agreement**") entered into as of the date set forth above, by and between ESPN Productions, Inc., d/b/a ESPN Events, ("**EPI**") and Louisiana State University ("**School**") in accordance with the following terms and conditions:

1. The School agrees its varsity women's softball team will participate in the 2024 Clearwater Invitational (all of the games comprising the invitational and all associated events, collectively, the "**Event**"). The Event shall be played at the Eddie C. Moore Complex in Clearwater Florida (the "**Site**"). The dates for the Event played at the Site are February 15-18, 2024.
2. The School agrees to play a minimum of four (4) games at the Site as part of the Event with opponents selected by EPI. EPI shall determine a schedule for the Event and provide notice to the School as soon as commercially reasonable of game times and opponents.
3. EPI shall provide practice sites the day before the School's first game of the Event. Any additional practices are the sole responsibility and expense (including, but not limited to rental of facility, insurance, etc.) of the School.
4. EPI shall provide credentials for the Event for the School's thirty (30) member official team travel party (*i.e.*, players, managers, coaches, athletic training personnel, and related staff) (the "**Official Travel Party**") and any additional School staff, as approved by EPI.
5. EPI shall provide the School first opportunity to purchase tickets to the Event in advance of the public on sale.
6. EPI will provide thirty (30) official Event gifts for the Official Travel Party in accordance with all applicable NCAA rules. The School has the option of purchasing additional official Event gifts at cost plus shipping if available and in EPI's sole discretion.
7. EPI shall provide isotonic beverages in team dugout during each game
8. The eligibility of all varsity players to participate in the Event is determined by the rules and regulations of the NCAA.

9. If the School is placed under conference or NCAA sanctions and/or is ineligible to compete or appear on television, EPI may elect to cancel the School's participation in the Event without penalty or payment.
10. EPI shall arrange for and pay all costs associated with the Site as required for the Event (including, but not limited to, leasing/renting the Site, assigning and paying all officials, etc.).
11. The School agrees to provide assistance in the marketing, promotion, and ticket sales for the Event by providing a minimum of the following:
 - a. The School will make reasonable efforts to market the Event to its ticket holders and alumni; the specific recipients, methods, and marketing plan are in the reasonable discretion of the School.
 - b. In no case may EPI use the School's name or marks for merchandising purposes without the School's prior written approval in each instance. Notwithstanding the foregoing, School hereby grants EPI a non-exclusive license to use the School's names and marks (as provided by School) in connection with the promotion of the Event and in EPI's Distribution of the Program.
12. With respect to School's participation in the Event, ESPN expects School to develop, implement and enforce appropriate COVID-19 safety protocols, procedures, policies and rules ("**Protocols**") for the Event. As the situation with COVID-19 is fluid, School must also keep up to date with the latest local, state, and federal guidance, rules, regulations and executive orders and adjust School's Protocols as necessary.
13. **Grant of Rights**. School hereby grants to EPI the exclusive rights to coverage, including but not limited to the production and distribution of one or more audio-visual Programs (defined below), of the Event, according to the following:
 - a. EPI has the exclusive, perpetual right to distribute, transmit, exhibit, license, advertise, duplicate, promote, perform, telecast and otherwise exploit (collectively, "**Distribute**" or "**Distribution**") programs of the Event (each a "**Program**" and collectively the "**Programs**") and its/their constituent elements and any other material pertaining to the Event in EPI's possession and control throughout the universe, by all means and media now known or subsequently developed, on a live and/or delayed basis, without limitation as to the number of uses. EPI also has the right to make reproductions of the Programs and their constituent elements and to use, exhibit, and deal with those reproductions in any manner or media whatsoever, including but not limited to the right to incorporate the Programs and its/their constituent elements into other works for commercial profit. EPI has the right (and may grant others the right) to reproduce or disseminate in any medium, the name, likeness, and voice of each person appearing in or connected with the Event or the Programs as well as names, trademarks, and other identities of the School for all purposes connected with EPI's exploitation of the Event or the Programs and EPI's programming services, but not as a direct endorsement of any product or other services. Notwithstanding the foregoing, the School will be provided free space for its radio network that carries its regular season women's softball schedule of games and its student radio network outlet, and such stations will be allowed to broadcast live, audio-only coverage of the Event on a non-exclusive bases via (1) free terrestrial radio in the School's local footprint, (2) satellite radio, throughout the United State of America, and (3) digital methods of distributing such coverage via terrestrial radio and satellite radio's

official owned, operated and controlled website(s) or application(s). EPI otherwise retains exclusive radio rights to the event.

- b. EPI is the sole owner of the Programs and all of its/their constituent elements (and any other material shot by EPI or pertaining to the Programs, whether or not such material was incorporated into the Programs), including exclusive ownership of all copyrights in and to the Programs. EPI is the sole and exclusive owner of all other rights arising out of, ancillary or subsidiary to, or otherwise associated with the Programs, including but not limited to the title(s), trade- and service marks, merchandising, the concept of the Programs, and adaptation rights (such as to dramatic film, radio program, audio recording, music, newspaper column, and magazine or book form).
- c. EPI is not required to actually produce or Distribute any Program, and EPI fully discharges its obligations in this Agreement by providing the ticketing, Welcome Reception passes, and Event gifts stated herein. Any Distribution schedule for the Programs (whether or not School receives notice of it) is subject to change at any time for any reason in EPI's sole discretion.

14. **Indemnification and Insurance.**

- a. School shall indemnify (as to non-private, state-run institutions, to the extent permitted by applicable state law), defend, and hold harmless EPI and each of its parent, subsidiary, and affiliated companies from any and all claims, costs, liabilities, judgments, expenses, or damages (including reasonable attorneys' fees and other costs of suit) arising out of or relating to: (i) any breach or alleged breach of this Agreement or any representation made by it herein (including, but not limited to, any claim by a third party that EPI's exercise of the rights granted to it by School hereunder infringes that third party's intellectual property rights (including, but not limited to, the right of privacy, publicity, trademark, or copyright)); (ii) a breach of law; and (iii) the negligence or willful misconduct of the officers, agents, trustees, employees, contractors of the School and the members of the Official Travel Party ("**School Personnel**"); and (v) death, illness or personal injury incurred by School or any School Personnel as a result of exposure to or an infection of COVID-19 in the course of School's performance under this Agreement, except to the extent any such Claims arise out of, result from or relate to any gross negligence, wonton disregard or intentional or willful misconduct of EPI, its employees and agents.
- b. EPI shall indemnify, defend, and hold harmless School and each of its parent, subsidiary, and affiliated entities from any and all claims, costs, liabilities, judgments, expenses, or damages (including reasonable attorneys' fees and other costs of suit) arising out of or relating to: (i) any breach or alleged breach of this Agreement or any representation made by it herein; (ii) a breach of law; and (iii) the negligence or willful misconduct of its officers, agents, employees, contractors.
- c. Each party agrees to obtain/maintain at its own expense insurance in accordance with highest industry standards.
- d. Without limiting the foregoing, by performing its respective obligations under this Agreement, except with respect each parties indemnification obligations under this Paragraph 14, each party (as to School, on behalf of itself and all School Personnel) is deemed to have, and hereby does, and voluntarily and knowingly waive, release,

discharge and relinquish any and all claims, actions and lawsuits related to COVID-19 (including any resurgence) against the other party that may arise from the performance of this Agreement and/or attendance at, or participation in, the staging, conduct or production of the Event.

15. **No Injunctive Relief.**

All rights granted and agreed to be granted hereunder are exclusively and irrevocably vested in EPI and are not subject to rescission or injunction by School or any other party for any cause, nor are such rights subject to termination or reversion by operation of law or otherwise. In the event of a breach of this Agreement by EPI, School hereby expressly recognizes that the damage, if any, caused to School thereby would not be irreparable or otherwise sufficient as to give rise to a right of injunctive or other equitable relief and School acknowledges that School's rights and remedies, in the event of a breach of this Agreement by EPI, will be limited to the right, if any, to recover monetary damages (if any) in an action at law.

16. **LIMITATION OF LIABILITY.**

EXCEPT FOR PAYMENTS MADE TO THIRD PARTIES IN CONNECTION WITH INDEMNIFICATION OBLIGATIONS HEREUNDER, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING FROM THE SUBJECT MATTER OF THIS AGREEMENT. THIS LIMITATION OF LIABILITY APPLIES EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, ANTICIPATED PROFITS, OR LOST BUSINESS.

17. **Miscellaneous.**

- a. With respect to the School's participation in the event and if applicable under the circumstances, EPI expects School to develop, implement and enforce appropriate COVID-19 safety protocols, procedures, policies and rules for the Event (the "Protocols"). As the situation with COVID-19 is fluid, School will also keep up to date and comply with the latest NCAA and/or athletic conference of which School is a member, local, state and federal guidance, rules and regulations and executive orders regarding COVID-19 and adjust Protocols as necessary. In addition to the foregoing, School must comply with Operations Manual for the Event, which shall be provided by EPI to School and sets forth the policies, procedures and information pertinent to the Event.
- b. This Agreement becomes binding only when signed by both parties, and can only be modified in writing, signed by both parties. School may not assign any of its rights or obligations under this Agreement without the prior written consent of EPI, and any purported assignment without that consent is void *ab initio*. EPI may freely assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated company. Any provisions found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions.
- c. If the Event is shortened, canceled or otherwise prevented from being played (and not rescheduled), due to extreme weather, war, act of God, national emergency, pandemic or other similar public health crisis on a regional or nationwide level, governmental restriction,

or like cause, the occurrence of which is not within the control of EPI or School (an event of "**Force Majeure**"), then neither party shall be obligated in any manner to the other with respect to the Event (including payment of the applicable Fee as set forth herein). However, if the Event shall be postponed or delayed to a new date and time due to an event of Force Majeure, then the School shall use commercially reasonable efforts to compete at the rescheduled date and time subject to its own scheduling limitations. If School participates in the Event on such new date and time, then each party shall be bound hereunder as if the Event was played on the date and time as scheduled herein. For clarity, the foreseeability of an event shall not be a disqualifying factor in a determination of whether such event is considered a Force Majeure hereunder.

- d. This Agreement represents the entire agreement between EPI and the School and may be amended only in writing signed by both EPI and the School. Each party acknowledges that it has read and freely signed this Agreement.
- e. The parties are independent contractors, and this Agreement will not be construed in any way to create an agency, employment, partnership, or joint venture relationship between EPI and School for any purpose whatsoever. Neither party has the power or authority to bind or create liability for the other.
- f. In any legal proceeding brought by one party hereunder against the other, the prevailing party will be entitled to recover from the other party its attorneys' fees and other costs of suit.
- g. All notices between the parties must be given in writing via (1) email and (2) a reputable overnight courier service (e.g. FedEx, UPS) and, as to School, shall be sent to the address indicated above, and as to EPI, to the following address: Clint Overby, ESPN Productions, Inc., 11001 Rushmore Drive, Charlotte, NC 28277 with a copy to ESPN, Inc., Attn: Legal, ESPN Plaza, Bristol, CT 06010 (or such addresses as shall be furnished in writing by either party).

If the aforementioned terms and conditions are in accordance with the School's understanding, please confirm by signing below and returning a scanned .pdf file via e-mail to the attention of kerri.camardo@espn.com. We will then sign and forward a fully executed version to you for your files. Thank you!

Sincerely,

Clint Overby
Vice President
ESPN PRODUCTIONS, INC.
11001 Rushmore Drive
Charlotte, NC 28277

By: Louisiana State University

NAME: Miriam Segar

TITLE: Sr Associate AD

DATE: 2/6/2023