



August 5, 2026

Mr. Verge Ausberry
Vice President and Director of Athletics
Louisiana State University
LSU Athletics Administration Building
Baton Rouge, LA 70803

Dear Verge:

This letter serves as an agreement ("**Agreement**") entered into as of the date set forth above, by and between ESPN Productions, LLC, d/b/a ESPN Events ("**ESPN**") and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College through its Athletics Department ("**School**") in accordance with the following terms and conditions:

1. The School agrees its varsity women's basketball team will participate in the 2026 college basketball game (the specific title/name to be determined by ESPN) to be played at Bridgestone Arena in Nashville, Tennessee (the "**Site**") on Sunday, December 20, 2026 (the game and all associated events, collectively, the "**Event**").
2. The School agrees to play the University of Connecticut in the Event.
3. ESPN shall pay the School a travel stipend (the "**Stipend**") of ten thousand U.S. Dollars (\$10,000.00) in consideration of the School's agreement to participate in the Event. The School shall be responsible for all arrangements and costs associated with travel, hotel and meals for its travel party.

ESPN shall also pay one hundred ninety thousand U.S. Dollars (\$190,000.00) to a third party designated by the University, NILSU MAX, for the purposes of such third party using such funds to provide promotion of the event, as well as other business initiatives and brand partnerships to generate stronger and more robust fan and sponsorship engagement related to the 2026 espnW Invitational (the "**Marketing Fund**"); provided that School shall ensure that NILSU MAX provides such services. School will not be entitled to, nor have access to the Marketing Fund, nor will School be entitled to reimbursement of any unexpended or unallocated portion of the Marketing Fund.

Stipend and Marketing Fund payments shall be made by ESPN directly (or by its third party designee) to the School and NILSU MAX, respectively, not later than thirty (30) days following the Event.

4. ESPN shall provide credentials for the Event for School's players, managers, coaches, athletic training personnel, and related staff (the "**Official Travel Party**") and any additional School staff, as approved by ESPN.
5. ESPN shall provide the school one hundred (100) complimentary tickets to the Event in locations in the lower level determined by ESPN in its reasonable discretion. ESPN shall provide School with the opportunity to purchase a mutually agreed upon number of additional tickets prior to the public on-sale date.
6. The eligibility of all varsity players to participate in the Event is determined by the rules and regulations of the NCAA.
7. The School's uniformed cheerleaders, dance team, and mascot will be admitted to the Event at no charge. The School's pep band members (up to thirty (30) participants) will be admitted to the Event at no charge. Notification of the School's Spirit squads' participation must be confirmed with ESPN no later than September 1, 2026.
8. If the School is placed under conference or NCAA sanctions and is ineligible to compete or appear on television, ESPN may elect to cancel the School's participation in the Event without penalty or payment and if any payment has been made to the School in advance, the School shall immediately refund such amounts to ESPN.
9. ESPN 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.).
10. Officials for the Game shall consist of either a neutral or blended crew and will be assigned by ESPN.
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 season ticket holders and alumni; the specific recipients, methods, and marketing plan are in the reasonable discretion of the School.
 - b. In no case may ESPN 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 ESPN a non-exclusive license to use the School's names and marks (as provided by School) in connection with the advertising and promotion of the Event and in ESPN's Distribution of the Program.
12. **Grant of Rights**. School hereby grants to ESPN 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. ESPN 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 ESPN'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. ESPN 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. ESPN 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 ESPN's exploitation of the Event or the Programs and ESPN'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 terrestrial radio network outlet that carries its regular season women's basketball schedule of games and its student radio network outlet, and such stations will be allowed to broadcast audio-only coverage of the Event in the School's local footprint. ESPN retains exclusive radio rights to the game for the remainder of the country.
- b. ESPN is the sole owner of the Programs and all of its/their constituent elements (and any other material shot by ESPN 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. ESPN 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. ESPN is not required to actually produce or Distribute any Program, and ESPN fully discharges its obligations in this Agreement by paying to School the Fee and providing the ticketing 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 ESPN's sole discretion.

13. **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 ESPN 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 ESPN'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) School's breach or alleged breach of law; and (iii) the negligence or willful misconduct of the officers, agents, trustees, employees, contractors, student athletes and coaches of the School and the members of the Official Travel Party ("**School Personnel**"); and (iv) death, illness or personal injury incurred by School or any School Personnel as a result of exposure to or an infection of COVID-19 (including any future resurgence) 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 ESPN, its employees and agents.

- b. ESPN 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) ESPN's breach or alleged 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 16, each party (as to School, on behalf of itself and all School Personnel) is deemed to have, and hereby does, voluntarily and knowingly waive, release, discharge and relinquish any and all claims, actions and lawsuits related to COVID-19 (including any future 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.

14. **No Injunctive Relief.**

All rights granted and agreed to be granted hereunder are exclusively and irrevocably vested in ESPN 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 ESPN, 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 ESPN, will be limited to the right, if any, to recover monetary damages (if any) in an action at law.

15. **LIMITATION OF LIABILITY.**

EXCEPT FOR PAYMENTS MADE IN CONNECTION WITH A PARTY'S 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.

16. **Miscellaneous.**

- a. With respect to School's participation in the Event, and if applicable under the circumstances, ESPN 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, regulations and executive orders regarding COVID-19 and adjust the Protocols as necessary. In addition to the foregoing, School must comply with the Operations Manual for the Event, which shall be provided by ESPN 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 ESPN, and any purported assignment without that consent is void *ab initio*. ESPN 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, COVID-19 (including any future resurgence) or any other pandemic or 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 ESPN 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 ESPN and the School and may be amended only in writing signed by both ESPN 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 ESPN 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 a reputable overnight courier service (e.g. FedEx, UPS) and, as to School, shall be sent to the address indicated above, and as to ESPN, to the following address: Clint Overby, ESPN Productions, LLC, 11001 Rushmore Drive, Charlotte, NC 28277 with a copy to ESPN, LLC, Attn: Legal, ESPN Plaza, Bristol, CT 06010 (or such addresses as shall be furnished in writing by either party).

(Signature page follows)

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 Missy.H.Betres@espn.com and Jeffrey.R.Wilson@espn.com. We will then sign and forward a fully executed version to you for your files. Thank you!

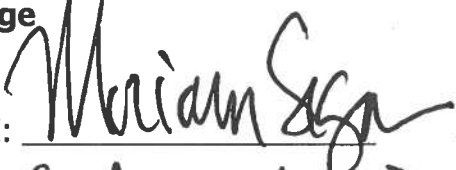
Sincerely,

Clint Overby
Vice President
ESPN Events
11001 Rushmore Drive
Charlotte, NC 28277

For: Board of Supervisors of Louisiana State University Agricultural & Mechanical College

By:

NAME:



TITLE:

Sr. Associate AD

DATE:

8/5/2024