

United Sports & Entertainment, LLC
and
Board of Supervisors of Louisiana State University and
Agricultural & Mechanical College
Game Agreement

This serves as an agreement (“**Agreement**”) entered into as of the date set forth below, by and between United Sports & Entertainment, LLC, (“**USE**”) and the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College on behalf of its Women’s Basketball Team (“**School**”) in accordance with the following terms and conditions:

1. School agrees its varsity women’s basketball team will participate in USE College Basketball Event (the game and all associated events, collectively, the “**Event**”). The Event shall be hosted in New Orleans, Louisiana, at Smoothie King Center (the “**Site**”). The dates for the Event are December 12-14, 2025, with the game played on December 13 or 14, 2025, subject to Site availability in connection with the NFL football schedule.
2. School agrees to play one game at the Site as part of the Event versus Louisiana Tech University, or any other team agreed upon in writing by USE and School. USE shall determine a schedule for the Event and provide notice of game time to School as soon as commercially reasonable.
3. The Event and the provisions of this Agreement are subject to change based on NCAA rules and guidelines.
4. USE shall provide credentials for the Event for School’s fifty (50) member official team travel party (i.e. players, managers, coaches, athletic training personnel, and related staff) (the “**Official Travel Party**”) and, if approved by USE, additional School staff may purchase additional credentials.
5. USE shall provide School with one hundred (100) complimentary tickets to the Event.
 - a. Fifty (50) of those tickets will be located in a prime seating location directly behind School’s bench or directly across from the School’s bench. The remaining fifty (50) tickets may be in a non-prime seating location.
 - b. School will purchase an allotment of tickets (the “**Allotment**”) numbered at no less than five hundred (500) tickets, but no more than three thousand (3,000) tickets for the Event, for provision or resale to staff, family of Official Travel Party, School season ticket holders, or fans. The Allotment will be available for School to purchase in multiple tiers (e.g., Mezzanine Tickets, Upper Sideline Tickets, Lower Sideline Tickets) at a price to be agreed upon in writing by USE and School. School will notify USE no later than August 1, 2025, of the exact number of tickets in the Allotment at

each tier that will be purchased for the Event. School will submit payment to USE for the Allotment no later than November 30, 2025.

- c. School may request a consignment of tickets (the “**Consignment**”) following the purchase of the above-mentioned Allotment. The Consignment shall include the best remaining seats in the lower level after the arena meets other seat contractual obligations for the Event. The Consignment will also consist of seats in all available price levels, including student seats in order that School may accommodate requests for lower priced tickets. A public on sale date for the arena will be coordinated with School by USE to maximize sales. School will provide an accounting of sales to USE in advance of the arena’s public on sale date for the purpose of determining if sales should conclude at School when the arena begins a public sale. Mutually agreed dates for returning unsold Consignment will be established by USE and School. School will submit payment to USE for all Consignment no later than November 30, 2025.
6. USE shall provide a time slot for pre-game shootaround on the day of the game. Any additional practices are the sole responsibility and expense (including, but not limited to rental of facility, insurance, etc.) of School.
 7. School shall participate in a Community Service Activity in connection with the Event, sponsored by USE. USE shall provide School with reasonable notice of the itinerary of the Community Service Activity and School’s level of participation which will take place the day before School’s game in the Event.
 8. The eligibility of all varsity players to participate in the Event is determined by the rules and regulations of the NCAA. If School is placed under conference or NCAA sanctions and/or is ineligible to compete or appear on television, USE may elect to cancel School’s participation in the Event without penalty or payment and if any payment has been made to School in advance, School shall immediately refund such amounts to USE.
 9. School’s uniformed cheerleaders, dance team, and mascot, if performing in the Event, will be admitted to the Event at no charge, but are not guaranteed a seat.
 10. USE 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.). USE will utilize a blended crew of officials assigned and appointed by a coordinator of officials with experience at multiple conference levels.
 11. School agrees to provide assistance in the marketing, promotion, and ticket sales for the Event by providing a minimum of the following:
 - a. School will make reasonable efforts to market and promote the Event to its season ticket holders and alumni, including at the School’s home games before the event, the School’s athletic website, newsletters, and social media; the specific recipients, methods, and marketing plan are in the reasonable discretion of School.

- b. School hereby grants USE a non-exclusive license to use School's names and marks (as provided by School) for the limited purposes of Event merchandising, and in connection with the promotion of the Event and in USE's Distribution of the Programs. Such license shall expire at the conclusion of Event.

12. **Liquidated Damages.** Subject to the provisions of Section 15 below, School agrees in the event it cancels or otherwise terminates School's participation in the Event, calculating the harm to USE resulting from such cancellation or termination would be difficult or impossible to estimate, as USE will be reserving the Site, facilitating the hiring and coordination of personnel required to host the Event, marketing and promoting the Event, and soliciting teams to participate in the Event. School and USE agree that the amount of \$125,000 ("LD Amount") is a reasonable estimate of just compensation in the event School cancels or otherwise terminates its participation in the Event. School will pay USE the LD Amount within thirty (30) days of cancellation. Notice of cancellation shall be sent to the address listed in Section 15(g).

13. **Grant of Rights.** School hereby grants to USE 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. USE 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 USE'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. Both USE and School have 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 with written consent from the other party. USE 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 School for all purposes connected with USE's exploitation of the Event or the Programs and USE's programming services, but not as a direct endorsement of any product or other services. Notwithstanding the foregoing, 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 School's usual radio footprint. USE retains exclusive radio rights to the game for the remainder of the country.
- b. USE is the sole owner of the Programs and all of its/their constituent elements (and any other material shot by USE 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. USE 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, and the concept of the Programs. USE may exercise adaptation rights as it relates to the Programs (such as to dramatic film, radio program, audio recording, music, newspaper column, and magazine or book form) with written consent from School. School may have the right to utilize the Programs for adaptation purposes (such as to dramatic film, radio program, audio recording, music, newspaper column, and magazine or book form) with written consent from USE.

- c. USE is not required to actually produce or Distribute any Program, and USE fully discharges its obligations in this Agreement by providing to school the accommodations 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 USE's sole discretion.

14. Indemnification and Insurance.

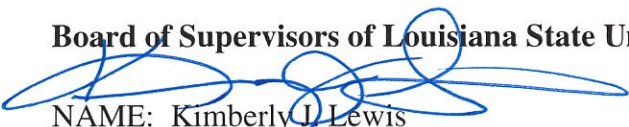
- a. School shall indemnify, defend, and hold harmless USE and each of its parent, subsidiary, and affiliated companies from any and all claims, costs, liabilities, judgments, expenses, or damages (including reasonable attorneys' fees and other costs of suit) arising out of or relating to the gross negligence or willful misconduct of the officers, agents, trustees, employees, contractors of School and the members of the Official Travel Party.
- b. USE 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 the gross negligence or willful misconduct of its officers, agents, directors, employees, contractors.

15. Miscellaneous.

- a. 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 USE, and any purported assignment without that consent is void ab initio. USE may freely assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated company only; and in any event, will remain jointly and severally responsible for all obligations herein. Any provisions found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions, if the essential terms and conditions of this Agreement for both parties remain valid, legal, and enforceable.

- b. If the NCAA season is delayed due to the COVID-19 pandemic, USE and School shall use commercially reasonable efforts to reschedule the Event for a date that is acceptable for both parties during the current season.
- c. Neither USE nor School shall be liable if for any reason all or any portion of the Event is shortened or canceled, or School is otherwise unable to attend, due to extreme weather, war, act of God, national emergency, governmental restriction, epidemic, pandemic, quarantine, terrorism or threats of terrorism, governmental orders or advisories, University closures or like cause, the occurrence of which is not within the control of USE or School (an event of "**Force Majeure**"). USE shall use commercially reasonable efforts to reschedule any games canceled due to a Force Majeure occurrence to a new date and time during the current season and School shall use commercially reasonable efforts to compete at the rescheduled date and time during the current season subject to its own scheduling limitations.
- d. This Agreement represents the entire agreement between USE and School and may be amended only in writing signed by both USE and 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 USE 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 reasonable and necessary 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 USE, to the following address: Attn: Rhossi Carron, 11007 Ayrshire Park Lane, Houston, Texas 77043 (or such addresses as shall be furnished in writing by either party).

Board of Supervisors of Louisiana State University and Agricultural & Mechanical College


NAME: Kimberly J. Lewis

TITLE: Executive Vice President of Finance and Administration & Chief Administrative Officer

DATE: 2/4/25

KDM

United Sports & Entertainment, LLC

NAME: 

TITLE: Manager

DATE: 02/21/25