

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (“Agreement”) is entered into effective the 22nd day of November, 2021 (the “Effective Date”) by and between Garmin International, Inc., 1200 East 151st Street, Olathe, Kansas 66062 (“Garmin”) and the University of New Mexico (“UNM”), on behalf of its Track and Field/Cross Country teams, 1 University of New Mexico, Albuquerque, New Mexico 87131 (collectively, “Teams”) (each a “Party” and collectively, the “Parties”).

WHEREAS, Garmin is a manufacturer of wearable technology products and other electronic devices intended to enhance the experience of professional and amateur runners alike; and

WHEREAS, UNM sponsors the Teams, one of which is a collegiate track and field teams (men’s and women’s), and the other of which is a collegiate cross-country teams (men’s and women’s); and

WHEREAS, the Parties desire to collaborate on a relationship whereby Garmin provides certain of its product and cash to UNM for use in support of Teams in exchange for the sponsorship benefits granted to Garmin pursuant to the terms and conditions set forth below.

NOW, THEREFORE, IN CONSIDERATION of the promises of the Parties made under this Agreement to each other and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Garmin Obligations and Rights.

- a) Garmin shall provide to UNM for the exclusive use of the Teams the cash contributions (the “Sponsorship Payments”) and the product contributions (the “Sponsorship Products”) set forth on, and under the terms and on the conditions set forth on Exhibit A.
- b) In the event any of the Sponsorship Products shall become unavailable for any reason, Garmin shall substitute for such unavailable product an equivalent product, the decision on such substitution to be in Garmin’s sole discretion.
- c) Garmin shall have the right to advertise and promote its affiliation with Teams. Garmin shall have the right to use NCAA-compliant images of the Teams in advertising and promotional materials as provided in this Agreement. UNM shall have the right to review and approve Garmin advertising prior to publication. Such approval shall not be unreasonably withheld, conditioned or delayed.
- d) The Parties agree that Garmin may not produce materials depicting a photograph, name or likeness of members of the Teams in any print or other type of media after the expiration or termination of this Agreement. Garmin will have the right to distribute inventories of media, catalogs, packaging and similar marketing collateral that were produced prior to the end of this Agreement for a period of up to 270 days following the expiration or termination of this Agreement. Additionally, UNM acknowledges that Garmin provides point of sale marketing items to its independent dealer network, and such items are out of Garmin’s control once the items are provided to the dealers. Accordingly, to the extent images of Teams appear on such marketing items that were distributed prior to the termination or expiration of this Agreement, such images may be used indefinitely by Garmin dealers, and such usage shall not be a breach of this Agreement by Garmin.
- e) For the limited category of products that are body worn or handheld activity tracking and monitoring devices and watches, UNM hereby represents to Garmin that UNM has secured

from Teams' other sponsors the right to allow Garmin to use any of Teams' publicity rights that display in any way trademarks, logos or other intellectual property of both Garmin and such other sponsors, and Garmin may freely use such publicity rights.

- f) Garmin shall provide UNM with camera-ready trademarks and logos for the Teams' use in their printed materials and official Teams licensed merchandise. The Teams shall comply with any reasonable instructions or conditions of Garmin concerning the use of such trademarks and logos. Garmin hereby grants to UNM a non-exclusive, royalty-free, worldwide license to use its trademarks and logos only pursuant to the terms of this Agreement. Teams will not obtain any ownership interest or other rights in such trademarks or logos. UNM will not permit any other party under its control to use the trademarks or logos without the prior written consent of Garmin. The license to use the trademarks and logos and Teams' use of the same will end upon any termination of this Agreement.

2. Teams Obligations and Rights.

- a) UNM shall provide to Garmin for the term of this Agreement the sponsorship benefits set forth on Exhibit B hereto, in addition to the rights set forth below (the "Sponsorship Benefits").
- b) Teams shall encourage all Teams members use Sponsorship devices in all training and racing events to the extent allowed by NCAA, MWC or other sanctioning or regulatory bodies (the "Events"). Teams shall also encourage all Teams members to maintain Garmin Connect accounts and to upload and share captured performance data from Events.
- c) Teams' Coaches and purchases made on behalf of the Team shall receive a 35% product discount for Garmin fitness products purchased on garmin.com. None of such products may be resold by Teams members. Garmin reserves the right to limit such additional purchases if, in Garmin's sole discretion, the number of such purchases becomes excessive relative to the number of members of the Teams
- d) Teams shall use materials supplied by Garmin, such as banners, when possible in photos or layouts at Events. Teams shall make every effort to display Sponsorship Products in Teams photos.
- e) Teams shall make Team's Coaches available to attend mutually agreed trade shows and public relations events to the extent allowed by NCAA, MWC, or other sanctioning or regulatory bodies. Travel expenses (hotel, airfare and meals) for such events shall be paid directly by Garmin.
- f) Teams shall provide social media posts about Garmin products or content at least 12 times annually on Teams social media platforms. Such obligation can be satisfied by adding to the post "#ad," "#GarminSponsored", "GarminAmbassador", or some other FTC approved means of disclosure. Teams are fully responsible for compliance with Federal, State and local advertising laws and regulation applicable to social media posts. Teams acknowledge that Garmin has provided Teams links to U.S. Federal Trade Commission rules and guidance applicable to Teams social media activities (https://www.ftc.gov/system/files/documents/plain-language/1001a-influencer-guide-508_1.pdf). Teams further acknowledge that Garmin will be monitoring Teams and Teams member activities for such compliance, and agrees to correct or remove or cause to be

removed any content posted by Teams or any Teams member that Garmin determines has violated such rules or guidance.

3. Term of Sponsorship.

- a) The term of Garmin's sponsorship under this Agreement shall be for a period commencing on November 1, 2021 and continuing through June 30, 2024. Garmin's sponsorship and this Agreement shall terminate at the end of such period.
- b) In the event that any member of either of the Teams Coaches is arrested, indicted convicted (whether by trial or by plea of guilty or no contest) of or for any felony or any lesser crime or offense involving fraud or dishonesty, or is accused of using any illegal or performance enhancing drugs, Garmin may terminate this Agreement immediately by written notice to UNM. In the event of any such termination by Garmin, UNM shall within 20 days of such termination, (i) return the Sponsorship Payment for the then current year paid by Garmin but not yet earned and (ii) return to Garmin all Sponsorship Products provided on or prior to the Agreement termination.
- c) Should either Party materially breach its obligations hereunder, the non-breaching Party shall have the right to terminate this Agreement upon 30 days' written notice to the breaching Party provided that the breaching Party does not fully cure the breach within such 30 day period.

4. Right of First Refusal. Garmin shall have first Right-of-Refusal for continuing sponsorship of Teams after June 30, 2024. Garmin shall notify UNM by April 1, 2024 as to its decision regarding renewing its sponsorship for a subsequent period. Upon exercise of the Right-of-First-Refusal, the Parties shall negotiate in good faith the terms of an agreement for the subsequent period.

5. Notices. All notices required or permitted hereunder shall be in writing and shall be sufficiently given if delivered in person, sent by overnight delivery by a nationally recognized delivery service or sent by registered or certified airmail, postage prepaid and return receipt requested, addressed to the Parties at their addresses shown below or to such other address as a Party shall advise the other Party by written notice subsequent to the Effective Date. Notices shall be deemed given on the date of delivery, if delivered in person, or the date of receipt. If delivery is by overnight delivery, the date of receipt shall be evidenced by the delivery receipt of the overnight delivery service. If sent by mail, delivery shall be evidenced by the date entered by the postal service on the return receipt.

If to Garmin:

Garmin International, Inc.
1200 East 151st Street
Olathe, Kansas 66062
Attention: Legal Department

If to Teams:

University of New Mexico Track & Field/Cross-country Teams
1 University of New Mexico
MSC04 2680
Albuquerque, New Mexico 87131
Attention: Head Coach Track & Field

6. Garmin Indemnification. Garmin agrees to defend, indemnify and hold UNM harmless from and against any and all third-party claims, demands, costs and liabilities (including all reasonable out-of-

pocket attorney fees and expenses) of any kind whatsoever, arising directly or indirectly from (i) claims that any Garmin trademark or logo infringes the trademarks, copyrights or other intellectual property rights of any third-party; (ii) Garmin's breach or alleged breach of its representations or obligations hereunder, or (iii) any negligence or willful misconduct of Garmin or its representatives or agents, to the extent such loss, cost or liability was not the result of Teams or its representatives' negligence.

A. UNM Insurance. UNM represents that it is insured by the New Mexico Risk Management Division and that the terms and limits of such insurance are found at <https://www.generalservices.state.nm.us/risk-management/>. Insurance provided by New Mexico Risk Management is subject to change. The liability of UNM will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA 1978, as amended.

7. Limitation of Liability. Except for the indemnification obligations set forth in this Agreement, in no event shall either Party be liable to the other for any special, incidental, consequential or punitive damages or losses of any kind that may be suffered by the other with respect to the subject matter of this Agreement.

8. Relationship of the Parties. This Agreement does not constitute a partnership or joint venture or principal-agent relationship between the Parties. Under no circumstances shall this Agreement be construed as one of employment, agency, partnership, or joint venture. Garmin shall not be responsible in any way for the operation of the Teams or the Events. Neither Party shall have any right to obligate or bind the other Party in any manner whatsoever, except as authorized by the other Party in advance in writing. Under no circumstances shall either Party, in its dealings with third parties, undertake to act or hold itself out as the other Party's agent or authorized representative, nor shall either Party incur or purport to incur financial or legal obligations on the other's behalf.

9. Compliance with Laws. Each Party shall fully comply with all laws or regulations, whether federal, state or local, including but not limited to all written UNM policies, that may be applicable to each Party's respective performance under this Agreement.

10. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Mexico. In the event of any litigation, claim or other legal proceeding relating to a breach of or the interpretation of this Agreement, the parties agree that the proper forum for such disputes are the state and federal courts sitting in Bernalillo County, New Mexico.

11. Entire Agreement; Amendment. This Agreement contains the entire agreement between the Parties with regard to the matters set forth in it and no promise or agreement not expressed herein has been made. This Agreement may only be amended in a writing signed by both Parties.

12. No Waiver. The failure of either Party to insist in an instance upon the strict performance of any provision of this Agreement or to exercise any election contained herein shall not be construed as a waiver or relinquishment for the future of such provision or election. No waiver or modification by any Party shall have been deemed to have been made unless expressed in writing by such Party.

13. No Assignment. Neither Party shall have the right or power, either voluntarily or by operation of law, to assign its rights or powers hereunder without the express written consent of the other Party. Any attempt to do so without such consent shall be null and void and shall give the non-consenting Party the right to cancel and terminate this Agreement.

14. Authority; Counterparts. Each Party represents and warrants that the individual signing this Agreement on behalf of such Party has the authority to bind such Party in and to the terms of this

Agreement. This Agreement may be signed in duplicate originals, or in separate counterparts, which are effective as if the Parties signed a single original. An electronic signature or a facsimile or scan of any original signature transmitted by one Party to the other Party is effective as if the original was sent to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives effective as of the Effective Date.

Garmin International, Inc.

The Regents of the University of New Mexico

By: *Susan Lyman*
Susan Lyman (Nov 29, 2021 09:49 CST)

By: *Eddie Nunez*
Eddie Nunez (Nov 22, 2021 16:32 MST)

Name: Susan Lyman

Name: Eddie Nunez

Title: VP Marketing

Title: VP/Director of Athletics

Brett Sletten

Exhibit A

I. Sponsorship Payments

Sponsorship Payment Year	Sponsorship Payment Due Date	Sponsorship Payment Amount
Fall 2021-Spring 2022	November 1, 2021	\$7,500
Fall 2022-Spring 2023	August 1, 2022	\$15,000
Fall 2023-Spring 2024	August 1, 2023	\$15,000

Teams shall invoice Garmin at least 30 days prior to the due date for each Sponsorship Payment. Garmin shall pay such invoice by the Sponsorship Payment Due Date.

In the event the applicable Team(s) achieve any of the below performance bonuses during any Contract Year, Garmin shall, within 30 days of such accomplishment, pay Teams the following amounts:

Track & Field (men's or women's)

NCAA Outdoor (Team) Top 10 Finish: \$2,500

NCAA Indoor (Team) Top 10 Finish: \$2,500

Cross Country (men's or women's)

NCAA (Team) Top 10 Finish: \$2,500

A maximum of one incentive payment for performance bonuses shall be paid per Contract Year. Excluding fall 2021 season.

II. Sponsorship Products to be Provided

Sponsorship Product Year	Sponsorship Product Shipment Date	Sponsorship Products
Fall 2021-Spring 2022	November 1, 2021	<ul style="list-style-type: none">o 40 Forerunner 55'so 20 Forerunner 245'so 10 HRM-Pro'so 10 RD Pods
Fall 2022-Spring 2023	August 1, 2022	Devices as requested by Teams, up to a maximum value at retail of \$3,000
Fall 2023-Spring 2024	August 1, 2023	Devices as requested by Teams, up to a maximum value at retail of \$3,000

Garmin shall make available members of its Clipboard Team to provide technical support in setting up the Sponsorship Products.

Exhibit B

Sponsorship Benefits

1. Garmin signage at the indoor track during home competitions each year of the Agreement:
 - a. 6 total days of collegiate/open competition.
 - b. 3 one day high school meets run by UNM.
2. Garmin signage at all home UNM cross country meets in 2022 and 2023
3. Garmin signage at the “Garmin High School Cross Country Invitational”, which is expected to attract approximately 1300 athletes.
4. Garmin signage at high school events shall include “High School track and field series presented by Garmin.
5. Teams coaches will attend 3 Coaches Conventions promoting Garmin, with expenses to be paid by Garmin, to the extent allowed by NCAA, MWC, or other sanctioning or regulatory bodies.
 - a. USTFCCCA
 - b. Heartland Distance Summit
 - c. Texas High School Coaches Association Convention
6. Teams will provide regular feedback on Garmin Clipboard app and uses but shall not provide any personally identifiable information of its student athletes.