

**MULTI-MEDIA RIGHTS
MANAGEMENT AND SALES AGREEMENT**

This MMR Management and Sales Agreement (“**Agreement**”) is made and entered into as of the Effective Date, by and between the Regents of the University New Mexico, a constituent institution of the State of New Mexico, specifically for the Department of Athletics (hereinafter referred to as “**UNM**”) and OUTFRONT Media Sports, Inc., a Delaware Corporation (hereinafter referred to as “**OUTFRONT**”).

RECITALS

WHEREAS, University maintains and operates an athletics program which includes each and every varsity sport and other intercollegiate sports and activities in which University participates;

WHEREAS, UNM owns various intellectual property rights including its various trademarks and logos, as well as multi-media and sponsorship rights such as audio and video content distribution rights, digital and social media rights, facility naming rights, print programs, corporate sponsorships, signage, event marketing and related publications, fan data, promotions, events, activities, and broadcasts pertaining to UNM and wishes to arrange for the marketing and merchandising of such rights and other similar activities; and

WHEREAS, these multi-media rights are being licensed to OUTFRONT pursuant to RFP-2108-19 (“Request for Proposal”) and OUTFRONT’s response to Request for Proposal.

WHEREAS, OUTFRONT is in the business of and possesses experience in merchandising, promoting, management and marketing of sports properties, and in commercially disseminating traditional and digital content of athletic events; and

NOW, THEREFORE, in further consideration of the obligations and covenants to be kept and performed by the parties hereto, UNM and OUTFRONT agree as follows:

1.0 Definitions:

1.1 “**Agreement Year**” or “**Fiscal Year**” shall mean from July 1, 2019 through June 30, 2020, and from July 1 through June 30 of each succeeding year of this Agreement.

1.2 “**Athletics Department**” shall mean the department of University that manages and operates University’s intercollegiate athletics program, which participates in Mountain West Conference and NCAA sanctioned events.

1.3 “**Athletics Events**” shall mean all UNM intercollegiate athletic activities held in competition and practice Athletics Facilities as well as such other athletic related events

related to the merchandising, promoting and marketing by the Athletics Department of University Athletics Program.

1.4 **“Athletics Facilities”** shall mean any building or structure on the UNM campus in which Home Games are played or other Athletics Events are ordinarily conducted by the Athletics Department.

1.5 **“Athletics Teams”** shall mean the teams of UNM that participate in intercollegiate athletics programs.

1.6 **“Applicable Privacy and Data Security Laws”** shall mean: (i) all privacy, security, and data protection laws, rules, and regulations of any applicable jurisdiction (including, without limitation, the United States, the State of New Mexico and the European Union), (ii) generally accepted industry standards and practices with respect to privacy, security and data protection including but not limited to the collection, processing, storage, protection and disclosure of personal information, and (iii) the applicable privacy policies and agreements of UNM, OUTFRONT and any third party from whom such data is received.

1.7 **“Dedicated Staff”** shall mean those employees and contractors of OUTFRONT whose sole roles and responsibilities are to service and support the fulfillment of this Agreement.

1.8 **“Effective Date”** shall mean the date this Agreement is executed by both parties and a fully executed original is delivered to each party.

1.9 **“Gross Revenue”** shall mean all income and revenues of any nature or kind including but not limited to consideration or payment to OUTFRONT in the form of cash actually collected by OUTFRONT which are paid to or for the benefit of OUTFRONT whether paid to OUTFRONT timely, in advance, or in arrears, or are credited to any account of OUTFRONT during the Term arising pursuant to or with respect to any rights granted by or pursuant to authority granted by UNM under this Agreement in any Agreement Year, less only New Mexico Gross Receipts tax if any. Gross Revenue shall not be reduced by any commissions other than by actual advertising commission paid to bona fide third-party agencies neither owned by nor otherwise affiliated with OUTFRONT, its managers, members, parents, subsidiaries or the corporate affiliates of any of them, not to exceed fifteen percent (15%).

1.10 **“Licensed Marks”** shall mean trademarks and brands of UNM.

1.11 **“Net Revenue”** shall mean Gross Revenue minus Property Operating Expenses.

1.12 **“Property Operating Budget”** shall mean a detailed line item budget prepared by OUTFRONT in consultation with UNM within a time period mutually agreed upon between both parties in advance of the start of each Agreement Year.

1.13 **“Property Operating Expenses”** shall mean those expenses as detailed in the Property Operating Budget that shall be deducted from Gross Revenue for the purpose of calculating Net Revenue.

1.14 **“Term”** shall mean the number of years in which this agreement is in effect, including any extensions, outlined in section 4.0.

2.0 Grant of Rights: UNM hereby grants to OUTFRONT the exclusive right to manage, distribute, and monetize those multimedia and sponsorship rights and privileges outlined in Exhibit A and other similar rights developed throughout the term of the Agreement. OUTFRONT shall have the right to enter into direct agreements with sponsors and media partners (“Sponsorship Agreements”) and shall be assigned the rights to all Existing Sponsorship Agreements that extend beyond the Fiscal Year prior to the Effective Date (“Long Term Sponsorship Agreements”) as set forth in Exhibit B attached hereto, including the right to collect revenue in connection therewith. OUTFRONT shall invoice and collect all cash revenues from those agreements.

3.0 Scope of Services: OUTFRONT shall implement and deliver a comprehensive and quality content distribution and marketing program and shall create opportunities at various levels of marketing rights and sponsorships in order to maximize Gross Revenue. UNM will be responsible for the implementation and execution of all customary media relations and marketing support services, to include but not limited to all in-venue event marketing and promotional programs; the production of in-venue content, digital signage and graphics; social media and mobile application content production, and advertising and marketing initiatives tied to Athletics Teams and Events. UNM and OUTFRONT will collaborate on the implementation and execution of all sponsorship fulfillment and integration into customary media and marketing platforms. All services under the Agreement must be performed and delivered in compliance with all United States and New Mexico law and applicable NCAA, Mountain West, and UNM rules and regulations, and OUTFRONT must ensure that all of its employees and agents are adequately instructed and knowledgeable of the applicable rules and regulations, provided that UNM has provided OUTFRONT with such rules and regulations in advance of OUTFRONT’s performance of services. OUTFRONT represents that it shall exercise all rights and perform all obligations hereunder in accordance with all applicable laws, rules, regulations and industry standards, including, without limitation, all published policies of UNM (found at <https://policy.unm.edu/>); all published rules, regulations and bylaws of the National Collegiate Athletic Association (“NCAA”); and Applicable Privacy and Data Security Laws. UNM prohibits any use of its mark in any publicity efforts, notices, releases, statements, or publications without its prior written approval; such approval not to be unreasonably approved, conditioned or delayed.

4.0 Contract Term:

4.1 **Term.** The initial Term of this Agreement shall be for ten (10) years beginning as of July 1, 2019, and ending June 30, 2029 unless terminated at an earlier date as provided herein. OUTFRONT shall have the right, at its sole discretion, to extend the Term for an additional two

(2) years (through June 30, 2031) by providing written notice to UNM no later than September 1, 2027.

4.2 Exclusive Negotiation Period. OUTFRONT shall have an exclusive right to negotiate an extension to this agreement. The negotiation period shall be for six months, commencing on April 1 of the year prior to the expiring contract year and ending on October 1 of the expiring contract year.

4.3 Reversion of Rights. Upon the expiration or earlier termination of this Agreement, all of the rights licensed or granted to OUTFRONT under this Agreement shall terminate and immediately revert back to and vest with UNM.

5.0 Financial Terms:

5.1 Capital Investment. OUTFRONT agrees to invest a total of \$650,000 in new assets and programs that generate incremental Gross or Net Revenue over the first three Fiscal Years of the Agreement.

5.2 Program Investment. OUTFRONT agrees to pay UNM a one-time program investment of \$750,000; \$375,000 payable within thirty (30) days of the execution of this Agreement and \$375,000 payable on May 1, 2020.

5.3 Net Revenue Share. In addition to the capital investment and program investment set forth above, OUTFRONT shall also pay to UNM 85% of Net Revenue during each Agreement Year. Net Revenue Share payments are due to UNM within 15 days of the Agreement Year's End of Year Reconciliation, including the Agreement Year in which this Agreement terminates. OUTFRONT shall provide quarterly forecasts to UNM throughout each Agreement Year.

5.4 Net Revenue Share Guarantee. Starting with Fiscal Year 2022, OUTFRONT shall guarantee UNM at a minimum 50% of UNM's actual NET REVENUE SHARE distribution in the prior Fiscal Year. Payments to UNM shall be made quarterly and due on September 1, December 1, March 1 and May 1 of each Agreement Year. For the purpose of clarity and by example, if UNM's NET REVENUE SHARE was \$3,400,000 in Fiscal Year 2021, then OUTFRONT would guarantee UNM \$1,700,000 in Net Revenue Share in Fiscal Year 2022. Four (4) payments of \$425,000 each per the schedule above would be made to UNM by OUTFRONT in Fiscal Year 2022; with that amount netted out of UNM's Actual NET REVENUE SHARE during the End of Year Reconciliation.

6.0 Property Operating Expenses: OUTFRONT will be responsible for paying all Property Operating Expenses and for providing all management oversight, reporting and accounting functions. OUTFRONT and UNM will work together to develop a detailed Property Operating Budget in advance of the start of each Agreement Year tied directly to the fulfillment of this Agreement and to maximizing the value of each expenditure to drive Gross and Net

Revenue. The Property Operating Budget shall include (1) OUTFRONT recoup of the Program Investment amortized over the Term at zero interest; (2) OUTFRONT recoup of any Capital Investments made pursuant to 5.1 amortized over the Term (or remaining Term for investments made after year one of the Agreement) at zero interest; (3) Dedicated Staff costs, including recruiting costs, salaries, commissions and benefits at a 27% rate; (4) an allocation for OUTFRONT business operations and sales creative services support; (5) Sales and Marketing costs, to include Dedicated Staff travel, entertainment, gifts and sales materials; (6) an allocation for OUTFRONT Senior Management travel and entertainment; (7) an allocation for OUTFRONT corporate overhead support costs (Finance, In-House Legal, Insurance); (8) Production costs, to include radio clearances, talent, talent travel, television and video board production, and print and web production; (9) Fulfillment costs, to include signage, tickets, suites, hospitality, and other costs tied exclusively to the fulfillment of a Sponsorship Agreement; and (10) local office administrative support costs (office space, phone lines, parking, IT support, copier, office supplies, etc.) not to exceed \$10,000 per Agreement Year. A Property Operating Budget template including baseline OUTFRONT allocation assumptions are attached in Exhibit C. If the scope of work and services associated with those OUTFRONT allocations materially changes at the request of UNM or as mutually agreed between the parties, then OUTFRONT and UNM agree to work together to make the appropriate changes to the allocation amounts, however at no time will these allocations change without prior written notice and agreement between both parties.

7.0 Dedicated Staff Plan: OUTFRONT will recruit, hire, train and lead a Dedicated Staff (one General Manager, two to three Sales Executives, one Director of Client Services, one Account Executive of Client Services and various part-time, paid student interns and independent contractors) whose sole roles and responsibilities are to service and support the fulfillment of this Agreement. No member of the Dedicated Staff will be deemed to be an employee of UNM for any purpose, including without limitation remuneration, unemployment compensation, minimum wage laws, income tax withholding, and social security or for any other purpose. Duties performed by the Dedicated Staff or any other employee of OUTFRONT are not performed as employees, agents or representatives of UNM, but in performance of OUTFRONT'S obligations under this Agreement and are performed under OUTFRONT'S supervision. The UNM marketing, promotions and media relations staff will work closely with the Dedicated Staff in support of all media and content production services and in the fulfillment of all sponsorship agreements. UNM will provide appropriate office space within the Athletic Department for all Dedicated Staff (to include at a minimum private office space for the General Manager and one additional Dedicated Staff member) for OUTFRONT to fulfill the obligations of this Agreement.

8.0 End of Agreement Year Reconciliation: Within 60 Days of the end of each Agreement Year or on a date mutually agreed upon between the parties, OUTFRONT will provide UNM a complete end of year accounting of actual Gross Revenue, Property Operating Expenses,

a complete listing of current sponsorship agreements, Net Revenue and UNM's Net Revenue Share.

9.0 Trade / Value in Kind: OUTFRONT recognizes that an existing base of trade/value-in-kind agreements exist as detailed in Exhibit D that support ongoing UNM operations and programs and that may mitigate Property Operating Expenses. OUTFRONT and UNM agree to review the existing agreements to insure that maximum value is being realized in exchange for the assets being provided. OUTFRONT shall use commercially reasonable efforts to maintain the current Trade/Value-in-Kind deals that are estimated at \$350,000 in annual value (the "Current Trade Value"). OUTFRONT will secure new and pre-approved Trade/Value-in-Kind Agreements on behalf of UNM upon request and as mutually agreed upon. OUTFRONT shall receive a mutually agreed upon cash commission on all new Trade /Value-in-Kind agreements to the extent such new Trade/Value-in-Kind agreements bring the total value of all Trade/Value-in-Kind agreements above the Current Trade Value and the new Trade/Value-in-Kind agreements do not directly mitigate a budgeted Property Operating Expense. The specific terms of each trade, the specific supplier, the trade value of each trade and the amount counted towards a separate OUTFRONT cash commission shall be subject to the prior written approval of UNM. Prior to entering into any contract which would result in UNM or OUTFRONT receiving goods or services in-kind, OUTFRONT shall submit to UNM the material terms, including but not limited to the description of the goods or services, the quantity, and the estimated market value of each element of the proposed in-kind arrangement. UNM shall review the proposed arrangement and promptly advise OUTFRONT whether or not the proposal is acceptable. OUTFRONT agrees that the rejection or disapproval of a proposed in-kind arrangement by UNM shall not constitute a breach of this Agreement or an interference by UNM with the rights granted to OUTFRONT.

10.0 Intellectual Property. Pursuant to this Agreement, UNM is licensing to OUTFRONT, specified uses of the Licensed Marks as detailed in Exhibit E and certain other intellectual property and assets during the Term of this Agreement, as contemplated herein. UNM is licensing the Licensed Marks to OUTFRONT on a non-exclusive basis. Notwithstanding the foregoing, the parties acknowledge that OUTFRONT may use the Licensed Marks royalty free in connection with certain exclusive rights granted to OUTFRONT hereunder; to include granting the royalty free, non-exclusive use of the Licensed Marks to sponsors and media partners that have entered into Sponsorship Agreements. For the purpose of clarity, UNM agrees that OUTFRONT shall have the exclusive right to grant the use of Licensed Marks to corporations for use in any and all sponsorship, marketing and promotional programs. For the purpose of clarity, OUTFRONT acknowledges that UNM shall have the right to grant the use of Licensed Marks for consumer products to third parties through its licensing agency and OUTFRONT shall ensure that any sponsors and media partners utilize UNM's licensing agent and/or approved vendors when purchasing any promotional products bearing the Licensed Marks. UNM shall, in all cases, retain exclusive ownership of any and all such Licensed Marks and other intellectual property and assets, including any and all derivative property and assets developed during the Term of the Agreement. OUTFRONT hereby acknowledges UNM's ownership of the Licensed Marks and agrees to relinquish to UNM all licensed rights to any and all such intellectual property at the expiration or

termination of this Agreement. All uses of the Licensed Marks shall be subject to UNM policies and procedures regarding the protection and use of its trademarks. The Parties acknowledge that it may be necessary to revise the provisions of this Section in order to comply with changes to NCAA regulations from time to time and agree to cooperate in good faith to promptly negotiate required changes to maintain compliance with such regulations.

11.0 Equipment Failure. UNM will operate and maintain all video boards, signage and other equipment that are utilized on a day-to-day basis by the University (“Equipment”) required for OUTFRONT to fulfill upon the obligations of this Agreement during events related to the University Athletics Program. In the event that the Equipment is not functional during one or more events related to the University Athletics Program which occurrence results in a reduction in Gross Revenue, and such event is not due to the fault or negligence of OUTFRONT, then OUTFRONT may utilize the provisions of Section 12.0, which shall be OUTFRONT’s sole and exclusive remedy against UNM for any such failure to keep the Equipment functional as required above

12.0 Material Impairment to Rights: UNM and OUTFRONT agree that the terms and conditions of this Agreement are based upon (i) the availability of those assets and rights outlined in Exhibit A, (ii) the ability of both parties to work together to generate maximum value, Gross Revenue and Net Revenue from those rights, and (iii) the accuracy and assignability of the Long Term Sponsorship Agreements detailed in Exhibit B. In the event the accuracy of the information provided is proven to be materially invalid, then both parties agree to negotiate in good faith an equitable adjustment to the financial terms and conditions to reflect such changes. Examples of such events shall include the following.

12.1 If the MMR Rights inventory described herein is materially changed, or adversely and materially impacted by subsequently entered agreements which UNM must honor or by directives implemented by or affecting UNM. Notwithstanding the foregoing, nothing set forth in this Section 12.1 shall be deemed to allow UNM to enter into an agreement (i) with any third party that is competitive with OUTFRONT, or (ii) would have the effect of decreasing OUTFRONT’s rights granted hereunder without mutual written agreement of both parties.

12.2 If the sponsorship agreements detailed in Exhibit B are not contracted and/or collected.

12.3 If there is a change in “Restricted Sponsorship Categories.” A listing of any restricted categories in which OUTFRONT may not solicit and implement Sponsorship Agreements is outlined in **Exhibit F**. OUTFRONT may pursue sponsorship agreements in all other industries and categories.

12.4 If there shall occur any Material Adverse Publicity after the execution of this agreement. “Material Adverse Publicity” shall mean public attention or scandal in the form of television, print media, Internet news reports, or other public news reporting that arises from and relates to activities, conduct, investigations and/or situations affecting or relating to UNM or UNM’s programs and which public attention or scandal is of such a negative or adverse nature that

sponsors or potential sponsors considering sponsoring UNM are prompted to discontinue sponsorships or the pursuit of new or replacement sponsorships as a result of not wanting to be associated with the negative image or scandal; provided, however, that such Material Adverse Publicity must not have been directly caused by any act or omission of OUTFRONT or its employees or subcontractors. "Material Adverse Publicity" shall also mean public attention or scandal in the form of television, print media, Internet news reports, or other public news reporting that arises from and relates to activities, conduct, investigations and/or situations affecting or relating to OUTFRONT, or OUTFRONT's parents, subsidiaries or affiliates and which public attention or scandal is of such a negative or adverse nature that UNM's reputation is damaged by its association with OUTFRONT; provided, however, that such Material Adverse Publicity must not have been directly caused by any act or omission of UNM or its employees.

12.5 In the event of a major disaster, national emergency, or Act of God.

12.6 If there is a change in the schedule of Athletics Events which materially and adversely alters the marketable inventory described in this Agreement.

12.7 If a negative Net Revenue position occurs for two (2) consecutive Agreement years pursuant to 8.0.

Both parties further recognize that the aforementioned factors do not constitute an event of default by either party under this Agreement, but could result in a need for remedial changes in the Agreement including but not limited to a change in the UNM Share of Net Revenue or such other changes as are reasonably necessary and mutually agreed.

Accordingly, each party acknowledges and accepts an affirmative obligation, when so notified in writing by the other, to use reasonable good faith efforts to seek mutually beneficial solutions when a need for changes are indicated, provided, however, that in no event shall failure to reach mutually beneficial solutions constitute a default of this Agreement if both parties have used reasonable good faith efforts to seek mutually beneficial solutions when changes are indicated. To the extent that any such change requires an amendment to the Agreement, such amendment shall be in writing executed by the appropriate representative of each party hereto.

Failure of the parties to reach agreement with respect to these issues after reasonable good faith efforts will authorize either party to cancel this Agreement; provided, however, such cancellation shall require no less than six months' notice and may only result in cancellation on June 30 of any year of this Agreement. In the event that either party cancels this agreement in

accordance with the terms of this Section 12, OUTFRONT shall be entitled to the reimbursement payments set forth in Section 23.0 of this Agreement.

Both UNM and OUTFRONT agree to fulfill their respective obligations under this Agreement through the date of any renegotiation or termination of this Agreement under this Section 12.

All amendments to this Agreement whether for the purposes set forth above or otherwise must be in writing executed by both parties hereto.

13.0 Insurance Requirements:

13.1 During the term of this Agreement OUTFRONT shall procure and maintain insurance for its activities under this Agreement in the following types and amounts:

13.1.1 Commercial general liability insurance which insures against claims for bodily injury, personal injury, advertising injury, and property damage. Such insurance shall afford, at a minimum, the following limits:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury Liability	\$1,000,000

Any general aggregate limit shall apply on a per location basis, if aggregate limit is not per location basis, then they must be doubled (i.e. \$4,000,000). OUTFRONT's commercial general

liability insurance shall include UNM, its trustees, officers, directors, members, agents, and employees, as additional insured.

13.1.2 Business automobile liability insurance covering owned, hired and non-owned vehicles with \$1,000,000 combined single limit per occurrence

13.1.3 Employer's liability insurance in the amount of \$1,000,000.

13.1.4 Workers' compensation insurance in accordance with the laws of the state of New Mexico.

13.1.5 Umbrella/excess liability insurance, on an occurrence basis, that applies excess of the required commercial general liability, business automobile liability, and employer's liability policies with the following minimum limits:

Each Occurrence	\$3,000,000
Annual Aggregate	\$3,000,000

Umbrella/Excess liability policies shall contain an additional insured endorsement to follow form of underlying insurance coverage.

13.2 UNM shall be provided with a Certificate of Insurance evidencing the above required insurance at the time the policies are required to be obtained and thereafter with certificates evidencing renewals or replacements of said policies prior to the expiration or cancellation of any such policies.

13.3 OUTFRONT shall cause each policy carried by OUTFRONT to be written in a manner so as to provide that OUTFRONT's insurer waives any right to subrogation which such insurer may have against UNM in connection with any loss or damage covered by any such policy. OUTFRONT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

13.4 OUTFRONT's insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise agreed by UNM.

14.0 UNM's Authorized Representatives: The only persons who are or will be authorized to speak or act for UNM in any way with respect to this Agreement are those whose positions or names that have been specifically designated in writing to OUTFRONT by the Administrator of this Agreement.

15.0 Changes to Agreement: No amendment of this Agreement will be effective unless it is reduced to writing and executed by an authorized representative of UNM and by the individual

signing this agreement for and on behalf of OUTFRONT or by other individuals named by either party as specified in the Section herein entitled "Notices."

16.0 Right of Audit: UNM, or an independent, certified accountant designated by UNM, shall have the option to audit all books, records and accounts of OUTFRONT directly pertaining to the Agreement and/or to OUTFRONT's compliance with its obligations under this Agreement (the "OUTFRONT Records"), including all past and current sponsorship agreements, at any time during the Term, but not to exceed three (3) audits within one Agreement Year; and for a period of two (2) years after expiration or termination of the Agreement or as required by applicable State or Federal law. Upon receipt of reasonable notice of not less than ten (10) business days, records shall be made available at OUTFRONT's place of business during normal working hours for this purpose. UNM, or its independent, certified accountant, shall not remove the original OUTFRONT records from OUTFRONT's office (but may make and retain copies as required for the performance of their work) and, to the extent permitted under applicable law shall keep all terms of OUTFRONT's records confidential. This confidentiality obligation shall survive the expiration or termination of this Agreement.

17.0 Assignment: Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other. Such consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing OUTFRONT, upon providing UNM thirty (30) days' advance written notice, shall have the right to assign this Agreement to an entity that controls, is controlled by or under common control with OUTFRONT without obtaining consent from UNM.

18.0 Status of Parties:

18.1 Nothing in this Agreement shall be deemed to constitute either party, or any employee, agent or representative of either party, an employee, agent, or representative of the other party.

18.2 Nothing in this Agreement shall be deemed to confer any express or implied right, power, or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of the other party except as expressly set forth herein.

18.3 Nothing in this Agreement shall be deemed to make OUTFRONT an employee of UNM. OUTFRONT is engaged as an independent contractor. OUTFRONT will indemnify and hold harmless UNM and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to OUTFRONT's employees in connection with the performance of this Agreement.

18.4 The parties acknowledge that because OUTFRONT is an independent contractor, OUTFRONT has the sole responsibility for its activities and operations in the execution and delivery of services outlined in this Agreement; provided, however, UNM reserves the right to be involved in the interview and decision making process of the Dedicated Staff that

OUTFRONT may hire to work solely on the UNM relationship for the purpose of protecting the name, goodwill and reputation of UNM.

19.0 Indemnification:

19.1 OUTFRONT shall, at its sole cost and expense, defend, indemnify and hold UNM each of its managers, officers, employees and agents ("UNM Indemnitees") harmless against any loss or damage (including attorneys' fees and disbursements, costs of investigations, litigation, settlement or judgment) incurred in connection with any demand, or any civil, criminal or investigative claim, action or proceeding asserted or threatened ("Claims") made or brought by any third party arising out of: (i) damage to property and injury to persons (including death) arising out of the negligence, willful misconduct or other legal fault of OUTFRONT and OUTFRONT's officers, contractors or subcontractors, employees, advertisers, corporate sponsors and agents in performing OUTFRONT's obligations or exercising OUTFRONT's rights pursuant to this Agreement, (ii) defamation, libel, slander, violation of rights of privacy or publicity or infringement of copyrights and trademarks arising out of any advertising or content supplied by OUTFRONT hereunder. Notwithstanding the foregoing, OUTFRONT shall have no obligation to indemnify UNM Indemnitees to the extent that any Claims arise out of or in connection with (i) the negligence or willful misconduct of any of the UNM Indemnitees; and/or (ii) OUTFRONT's authorized use of any data, content or Licensed Marks provided by UNM under this Agreement. UNM shall notify OUTFRONT in writing promptly upon learning of any Claim for which indemnification is due from UNM. UNM shall have the right to participate in such defense or settlement.

20.0 Notices: Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; or (3) if sent by registered or certified mail, postage prepaid, return receipt requested, on the date shown on the signed receipt. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to UNM: The University of New Mexico Lobos
Athletic Director
Colleen J. Maloof Administration Building
1414 University Boulevard SE
Albuquerque, New Mexico 87106

If to OUTFRONT: OUTFRONT Media Sports Inc.
President
One Village Green Circle
Charlottesville, Virginia 22903

21.0 Governing Law; Venue: The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of New Mexico. Venue for any action brought under this Agreement shall lie exclusively in the state or federal courts located in the state of New Mexico.

22.0 Termination for Breach:

22.1 **Default By OUTFRONT.** The following action or events shall constitute an event of default or material breach of this Agreement by OUTFRONT. Notices of Default shall be sent by registered or certified mail, return receipt requested.

22.1.1 Failure of OUTFRONT to timely pay all or any installment of the OUTFRONT Guarantee and the continuation of such failure for a period of twenty (20) business days after written notice of such failure is given to OUTFRONT;

22.1.2 Failure of OUTFRONT to timely pay the Net Revenue Share and continuation of such failure for a period of twenty (20) business days after written notice of such failure is given to OUTFRONT;

22.1.3 Failure of OUTFRONT to deliver or to maintain throughout the Term the insurance coverage required by Section 10 hereof and continuation of such failure for a period of twenty (20) business days after written notice of such failure is given to OUTFRONT;

22.1.4 A voluntary petition in bankruptcy is filed by OUTFRONT or an involuntary petition is filed to place OUTFRONT in bankruptcy and the matter is not dismissed within ninety (90) calendar days of the filing;

22.1.5 OUTFRONT makes a general assignment for the benefit of its creditors, or takes the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for OUTFRONT.

22.1.6 Failure or refusal by OUTFRONT to observe or perform any material covenant, condition, or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) calendar days after written notice is given to OUTFRONT by UNM specifying such failure and requesting that it be remedied; provided that there shall be no default or event of default, if within thirty (30) calendar days after the date such written notice of default is given, OUTFRONT institutes steps to effectuate compliance with this Agreement and proceeds diligently and continuously to effect compliance until the same is completed, and the same to be completed within a period of not more than sixty (60) calendar days

from the date of the notice or such other reasonable time period under the circumstances.

22.2 Failure to Cure. In the event of a default by OUTFRONT that is not cured timely, UNM may in its sole discretion, and in addition to all other rights and remedies herein or by law provided, terminate this Agreement by giving at least ten (10) business days' written notice to OUTFRONT by registered mail, return receipt requested, of the date on which the Agreement will terminate. Termination of this Agreement by UNM based on a default by OUTFRONT shall not prejudice or otherwise operate as a waiver of UNM's rights to (a) retain any portion of the OUTFRONT Guarantee received by UNM prior to termination of this Agreement; and (b) sue for, collect and retain any additional amounts due and owing as of the date of termination.

22.3 Default by UNM. The following action or events shall constitute an event of default or material breach of this Agreement by UNM. Notices of Default shall be sent by registered mail, return receipt requested.

22.3.1 Failure or refusal by UNM to observe or perform any covenant, condition, or agreement on its part to be observed or performed under this Agreement for a period of (i) ten (10) business days in the case of monetary default, and (ii) thirty (30) calendar days in the case of non-monetary default after written notice is given to UNM by OUTFRONT specifying such failure and requesting that it be remedied; provided that there shall be no default or event of default, if for any non-monetary default, for a period of thirty (30) calendar days after the date such written notice of default is given, UNM institutes steps to effectuate compliance with this Agreement and proceed diligently and continuously to effect compliance until the same is completed, and the same to be completed within a period of not more than sixty (60) calendar days from the date of the notice or such other reasonable time period under the circumstances.

22.4 Failure to Cure. In the event of a default by UNM that is not cured timely, OUTFRONT may, at its sole option, terminate this Agreement by giving at least ten (10) business days' written notice to UNM, by registered mail, return receipt requested, of the date on which the Agreement will terminate. Termination of this Agreement by OUTFRONT based on a default by UNM shall not prejudice or otherwise operate as a waiver of OUTFRONT's rights to (a) reimbursement for any Operating Expenses paid by OUTFRONT for the period extending beyond the date of termination of this Agreement; and (b) sue for, collect and retain any additional amounts due and owing as of the date of termination.

22.5 OUTFRONT's Rights. In the event of default by UNM, OUTFRONT shall have all rights and remedies provided herein and/or available to it at law or in equity.

22.6 Limitation of Damages. Except for (i) a party's breach of its confidentiality obligations hereunder; and/or (ii) a party's intentional acts exercised knowingly with intent to benefit, OUTFRONT and UNM hereby agree that no party shall have any liability to another for

indirect, incidental, punitive, special (including loss of profits, business or goodwill) or consequential damages arising from or related to this Agreement, whether or not liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, even if it is advised of the likelihood of such damages.

23.0 Effect of Termination or Expiration: Either termination or expiration of this Agreement, by lapse of time, early termination or otherwise, shall not modify the obligations of a party to be performed by it after such termination as provided by this Agreement. Upon termination, OUTFRONT shall deliver and assign to UNM all printed publications, all sponsorship, broadcasting, advertising, vendor and other written agreements which relate to any of the licenses, rights, properties and Licensed Marks of University; and OUTFRONT shall immediately and forever hereafter cease all uses of all of the Licensed Marks. Upon termination or expiration of this Agreement by OUTFRONT pursuant to subsection 12.0 (Material Impairment) or pursuant to subsection 22.3 (Default by UNM) above, or upon any termination of this Agreement by UNM of this Agreement other than pursuant to subsection 22.1 (Default by OUTFRONT), UNM shall pay OUTFRONT (i) the amount equal to the unamortized capital expenditures remaining on all Capital Investments made throughout the Term; (ii) the amount equal to the unamortized program investment paid by OUTFRONT; and (iii) an amount equal to 15% of the contracted Gross Revenue from contracted Sponsorship Agreements that extend beyond the termination date of this Agreement for the remaining terms of each of those Sponsorship Agreements

24.0 Confidentiality: Both parties acknowledge that in the negotiation and performance of this Agreement, confidential and proprietary information of each (the “**Disclosing Party**”) has been and will be made available to the other (the “**Receiving Party**”). The parties agree to use reasonable efforts to maintain the confidentiality of such material, but in no event lesser than was used with like material of the receiving party, and not to make any internal use of such material not required under this Agreement. Neither party will disclose the information to any third party without prior written authorization from the disclosing party, and will not use the information received by it, except to those of its employees, agents, and consultants whose duties justify the need for access to the information provided that such individuals are subject to obligations of secrecy and limited use commensurate in scope with this Agreement. Notwithstanding the foregoing, information disclosed shall not be deemed to be confidential if such information is (i) known to the general public, (ii) developed by the Receiving Party independently and without use of information required to be confidential hereunder, (iii) is disclosed to the Receiving Party by a third party who to the best knowledge of Receiving Party is under no obligation to keep such information confidential, or (iv) is required by law, or the order

of a court of law to be disclosed. The Parties acknowledge that UNM is a public entity and subject to the New Mexico Inspection of Public Records Act (N.M.S.A. 1978 §§ 14-2-1, *et seq.*).

25.0 Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be declared an original.

IN WITNESS WHEREOF, UNM and OUTFRONT by their duly authorized representatives have executed this agreement on the dates indicated below their respective signatures.

OUTFRONT Media Sports Inc.:

(Signature) *Bill Cartwright*
Bill Cartwright (Feb 28, 2020)

(Printed Name) Bill Cartwright

(Title) President

(Date) Feb 28, 2020

The Regents of the University of New Mexico:

(Signature) *Eddie Nunez*
Eddie Nunez (Mar 2, 2020)

(Printed Name) Eddie Nunez

(Title) Director of Athletics

(Date) Mar 2, 2020

The Regents of the University of New Mexico:

(Signature) *B. Cherrin*
B. Cherrin (Mar 2, 2020)

(Printed Name) Bruce Cherrin

(Title) Chief Procurement Officer

(Date) Mar 2, 2020

Exhibit A
UNM Multimedia and Sponsorship Rights and Privileges

1.0 Marketing Rights and Endorsements

Use of UNM Marks

OUTFRONT shall be granted the exclusive right to grant royalty-free use of Licensed Marks to entities for use in marketing and promotional programs, advertising campaigns, and retail promotions that are separate from the licensed sales of officially licensed product. Prior written approval is required from UNM for all use of Licensed Marks by OUTFRONT or its advertisers or sponsors. The production of all promotional goods bearing the Licensed Marks will be royalty free but must be produced by a licensed UNM vendor. These rights for promotional items are to be distributed free of charge and do not extend to items that are intended to be resold.

Endorsement Rights:

OUTFRONT will have exclusive right to grant corporations the use of any endorsement or official designation as it relates to UNM Athletics. These designations shall include, but not be limited to the following:

- “Proud Sponsor of University of New Mexico Athletics”
- “Proud Partner of University of New Mexico Athletics”
- “Official Sponsor of University of New Mexico Athletics:
- “Official {insert product category} of University of New Mexico Athletics”
- “Official Provider of University of New Mexico Athletics”
- “Official Supplier of University of New Mexico Athletics”
- “Proud Supporter of University of New Mexico Athletics”

For the purpose of clarity, University of New Mexico Athletics may be replaced with other designations that refer to the athletic teams of UNM, to include but not limited to: Lobo, Lobos, or any combination that links to a specific team; such as “Proud Sponsor of UNM Football.”

Coaches and Administrators Rights and Sponsorship Solicitation Support

OUTFRONT shall be granted the exclusive right to the name, likeness and image of all UNM coaches and administrators; subject to the terms and conditions of their individual employment agreements; for inclusion in corporate sponsorship agreements. UNM represents that it will not permit any UNM coach or administrator to enter into a corporate sponsorship agreement or any corporate relationship that implies or grants the use of the coach or administrator’s name, likeness, image or endorsement of any kind; to include advertising imagery where no official UNM marks are included, but the coach or administrator is represented in colors and/or settings whereby an implied relationship with UNM is made.

Subject to the time constraints inherent in their roles as coaches and administrators for UNM, and in consultation with UNM athletic administration, UNM agrees to make coaches and administrators available to OUTFRONT for sponsorship solicitation activities, including, but not

limited to making phone calls, meeting with prospects on and off campus, signing merchandise, writing personal notes, hosting events before or after practices or games, and attending dinners and other social functions created by OUTFRONT for the purpose of sponsorship solicitation.

2.0 Signage, Video Boards and Scoreboards

OUTFRONT will have the exclusive sales right and authorization to use permanent, temporary and electronic signage, and space on video boards and scoreboards (current and new) available for display of third party advertising that is located in and around Athletic Facilities during Athletics Events. Signage opportunities shall include, but not be limited to the following:

- UNM Athletic Department
 - Marquee (Located on the corners of Avenida Cesar Chavez and University Boulevard)
 - Linda Estes Tennis Complex Billboard Signage

- Dreamstyle Stadium (Football)
 - LED
 - North End Video Board Rotational
 - North End Video Board Promotions
 - TV Viewable LED Signage
 - Non- TV Viewable LED Signage
 - Permanent Signage
 - Traffic Facing Banner Permanents
 - North End Zone Backlit Billboard
 - North Sideline Banner Permanents
 - Field Level Banners
 - Field Level Dasherboards
 - North End Zone Scoreboard Permanents
 - South End Zone Scoreboard Permanents
 - Field Goal Net
 - Field Naming
 - Field Logo
 - Flag Pole Paddings
 - Upright Pad wraps
 - West End Zone Corner Pads
 - West End Sideline Fascia Signage
 - Southeast Corner Hill Signage
 - North End Concession Signage
 - Southwest Corner Concession Signage
 - South End Zone Concession Signage
 - South End Zone Hospitality Tent Signage

- Media Backdrop

Dreamstyle Arena – The Pit (Basketball)

- LED
 - West Sideline Courtside Rotational
 - East Sideline Courtside Rotational
 - Baseline Rotational
 - Sideline Fascia LED Ribbon Boards
 - North End Fascia LED Ribbon Boards
 - South End Fascia LED Ribbon Boards
 - Basket Stanchion LED
- Video Displays
 - Concourse TV Displays
 - Concession TV Displays
- Permanent Signage
 - Floor Logo
 - Floor Naming
 - Apron Signage
 - West Sideline Courtside LED Rotational Padding Signage
 - East Sideline Courtside LED Rotational Padding Signage
 - Courtside Endcaps
 - Team Entrance tunnel Signage
 - Team Bench Chairbacks
 - Team Bench Kickplates
 - Basket Logo Placements
 - Basket Stanchion Permanent Wrap
 - Main Entrance Gate Wraps
 - Main Concourse Level Wraps
 - Suite Level Lobby Wraps
 - Club Level Lobby Wraps
 - Media Backdrop
 - Concession Area Signage
- Santa Ana Star Field (Baseball)
 - Scoreboard Permanents
 - Outfield Wall Signage
 - Foul Pole Signage
 - Club House Hospitality Deck Signage
 - Dug Out Signage – Rooftop, Bench Backs, Railing
 - On Deck Circle
 - Backstop Signage

- TV Viewable Permanent and LED Signage
- Concourse
- Stadium Windscreens
- Press Box Signage
- Temporary Banners

- UNM Soccer Complex (Women's Soccer)
 - Field Level Dasher boards
 - Scoreboard Permanents
 - Temporary Banners

- Johnson Center
 - Scoreboard Permanents
 - Temporary Banners

- Lobo Softball Field
 - Scoreboard Permanents
 - Temporary Banners
 - Outfield Wall Signage
 - Foul Pole Signage
 - Dug Out Signage – Rooftop, Bench Backs, Railing
 - On Deck Circle
 - Backstop Signage
 - Concourse
 - Stadium Windscreens
 - Press Box Signage
 - Temporary Banners

- McKinnon Family Tennis Center
 - Scoreboard Permanents
 - Temporary Banners
 - Entry Fence Wraps

- Linda Estes Tennis Complex
 - Scoreboard Permanents
 - Temporary Banners
 - Entry Fence Wraps

- UNM Track Stadium

- Scoreboard Permanents
- Temporary Banners
- Entry Fence Wraps

- South Championship Golf Course (Only During UNM Athletic Events)
 - Temporary Banners
 - Dasherboard Signage

- Seidler Natatorium
 - Scoreboard Permanents
 - Temporary Banners

- Athletic Performance Center
 - Permanent Signage
 - Temporary Banners
 - Entry Wraps

- Rudy Davalos Practice Center
 - Scoreboard Permanents
 - Temporary Banners
 - Entrance Wraps

OUTFRONT shall have the exclusive rights to create and sell corporate entitlements, naming and fully-integrated brand immersion opportunities in certain areas in and around UNM Athletics Facilities. These areas include, but are not limited to concourse sections, entry plazas and gates; public and private entertainment and hospitality spaces (such as Club Level in basketball arena and suite levels of football stadium tower); and all parking areas and garages. It is understood that UNM retains the naming rights to its campus physical facilities, interior office spaces, landscapes, roads, programs, endowed positions, and all other properties enumerated or referred to in UNM Regent Policy 2.11.

OUTFRONT shall have the right to negotiate and enter into limited term corporate sponsorship agreements granting naming rights (“Naming Rights Agreements”) to third-parties with respect to UNM Athletic Facilities subject at all times to the prior written approval of UNM.

OUTFRONT’s pursuit of any Naming Rights Agreements will be reviewed and approved on a case-by-case basis by UNM. For Naming Rights Agreements approved by UNM, the revenue generated will be subject to the revenue share detailed in the “Agreement” (e.g. 85% to UNM, 15% to OUTFRONT). Costs associated with obtaining Naming Rights Revenue (e.g., signage, insurance, maintenance and other costs) shall be deducted from the Naming Rights Revenue. If a portion of any Naming Rights Revenue is dedicated to a particular purpose (e.g., fulfillment of existing UNM obligations including but not limited to debt service for facilities), that portion shall

be deducted from the total Naming Rights Revenue prior to calculation of the amounts due to the parties under this Section.

3.0 Game Sponsorships and Event Marketing

OUTFRONT will have the exclusive rights and authorization to all Game Sponsorships and Event Marketing activities in and around UNM Athletic Events and Programming including, but not limited to the following:

- Game sponsorships and entitlements, including the inclusion of game sponsor branding in all UNM produced marketing materials and advertising
- On-field and on court promotions and presentations
- Public address announcements
- Product sampling
- Premium item distribution
- Activities and events within game day Fan Fest and tailgate areas
- Pregame, halftime and post-game entertainment, including live music performances
- On-site display: During any Athletics Event, OUTFRONT will have the exclusive rights to sell or approve any on-site corporate display, including vehicle displays, or tabling inside or outside the Athletics Facility (to include the footprint of all University athletics parking lots and common areas used on game days), product sampling and promotional giveaways

4.0 Luxury Suites and Hospitality

OUTFRONT shall be granted the right to certain premium areas and luxury suites in and around all Athletic Facilities to conduct corporate hospitality events prior to, during and after Athletic Events. Those exclusive rights and opportunities to monetize these assets include, but are not limited to:

4.1 Dreamstyle Stadium (Football)

Use of the Howl Zone - pre-game on football game days to conduct pre-game hospitality and sell other private corporate hospitality events

Six (6) luxury suites located on the West Side (tickets included), including first right of refusal to purchase tickets and parking passes for non-Athletic events, such as concerts and other sporting events held in Dreamstyle Stadium.

Field Level Hospitality Tents - In stadium, game viewable space on the South End Zone Field Level Area designated for up to eight (8) premium hospitality tent locations.

4.2 Basketball Arena

Two (2) luxury suites (tickets included) for all Athletic events. OUTFRONT shall have the first right of refusal to purchase tickets and parking passes for non-Athletic events, such as concerts and other sporting events held in Basketball Arena.

Integration into any other premium or club style lounge projects that are undertaken.

4.3 Baseball Stadium

Club House Hospitality Deck (non-exclusive rights for access)

4.4 Other Athletic Facilities

One (1) luxury suite in any Athletic Facility for teams other than football or basketball where suites exist now or at any time during the term.

5.0 Premium Unique Access Rights

UNM agrees to provide OUTFRONT unique and behind the scene access opportunities for radio/on-air talent, sponsorship solicitation and for inclusion in sponsorship agreements, to include but not limited to:

- Seats on team charter flights when available, pursuant to UNM policy
- Access to team hotel and other road game amenities
- Dinner and/or special events at UNM staff and coaches houses
- Unique experiences with UNM staff and coaches
- Behind the scenes access to UNM Facilities, such as locker rooms, media rooms and team meeting rooms at mutually agreed upon dates/times.

6.0 Audio Content Rights

OUTFRONT shall have the exclusive worldwide licensed right to all audio broadcasts of all UNM Athletics Events, coaches shows, athletics directors shows, and associated UNM programming to all audio broadcast signal coverage areas via any means of distribution whether now known or developed in the future, including without limitation: terrestrial, cable systems, phone lines, mobile, streaming, podcasts, digital or satellite. As part of the annual Property Operating Budget process, OUTFRONT will develop, in collaboration with UNM, a comprehensive audio content production and distribution plan and supporting line item budget that deliver broadcasts consistent with industry standards and maximizes Gross and Net Revenue. The plan will include details on the type and number of programs, format, production specifications, on air talent, support personnel, and distribution outlets.

6.1 Coaches Interviews for Games

UNM will arrange for the head coaches to be available for an interview prior to each game (to be pre-recorded at the mutual convenience of the coaches and OUTFRONT), and immediately following each game for a post-game interview.

UNM will also make the head coaches available immediately following the first half of play or prior to the beginning of the second half of play for a half-time interview.

6.2 Coaches Availability for Coaches Shows and Broadcast Site

UNM will make available the head coaches at no additional cost to the Property Operating Budget to participate in head coaches call-in shows. Each show will be held at a mutually agreed upon location. OUTFRONT will have the exclusive right to sell the broadcast site of the show(s).

6.3 Reciprocal Rights

UNM will secure for OUTFRONT the rights to broadcast all regular season away games. When OUTFRONT is broadcasting under a reciprocal arrangement, the terms of the Agreement will continue to have full force and effect with respect to all applicable and relevant terms and conditions which are not in conflict with reciprocal host(s)' requirements.

6.4 Redistribution Rights

UNM shall have the right to reproduce, distribute, and use taped reproductions of the audio broadcasts for the purposes of marketing its Athletic programs. OUTFRONT shall retain all revenue from the redistribution or use of any audio programming.

6.5 Media Protection

UNM will ensure that coaches and other Athletics Department personnel shall not make weekly media appearances on weekly call-in shows that are produced or broadcast by non-affiliated radio stations, except for excerpts from press conferences open to the media.

7.0 Video Content Rights

OUTFRONT shall have the exclusive worldwide licensed right to UNM Athletics video content not under contract with the Mountain West Conference upon the execution of this Agreement and in compliance with the Mountain West Conference and NCAA rules and regulations, to all broadcast signal coverage areas via any means of distribution whether now known or developed in the future, including without limitation: over the air, cable systems, phone lines, mobile, digital or satellite. As part of the annual Property Operating Budget process, OUTFRONT will develop, in collaboration with UNM, a comprehensive video content production and distribution plan and supporting line item budget that deliver broadcasts consistent with industry standards and maximizes Gross and Net Revenue. The plan will include details on the type and number of programs, format, production specifications, on air talent, support personnel, and distribution outlets.

7.1 Coaches Availability for Coaches Shows and Broadcast Site

UNM will make available the head coaches at no additional cost to the Property Operating Budget to participate in head coaches shows. Each show will be held on a mutually agreed upon date and time at a mutually agreed upon location. OUTFRONT will have the exclusive right to sell the broadcast site of the show(s).

7.2 Redistribution Rights

UNM shall have the right to reproduce, distribute, and use taped reproductions of the video broadcasts for the purposes of marketing its Athletic programs. OUTFRONT shall retain all revenue from the redistribution or use of any video programming.

7.3 Media Protection

UNM will ensure that coaches and other Athletics Department personnel shall not make weekly media appearances on shows that are produced or broadcast by non-affiliated distributors, except for excerpts from press conferences open to the media.

8.0 Printed Material and Publication Rights

OUTFRONT will have the exclusive advertising sales rights to printed promotional materials and items produced by or for UNM to promote its athletics program, teams, or student athletes including but not limited to ticket fronts and backs, ticket brochures, will call envelopes, parking passes, direct mailing inserts, food and beverage containers, credentials, and field passes. UNM shall be liable for the production costs of printed promotional materials except for the incremental cost created by the inclusion of a sponsor on such item which, if any, would be included as part of the Property Operating Budget.

OUTFRONT will have the exclusive advertising sales rights to all UNM publications including, but not limited to game day programs (to include program vending), roster cards, yearbooks, media guides, and fan guides. As part of the annual Property Operating Budget process, OUTFRONT will develop, in collaboration with UNM, a comprehensive publication production and distribution plan and supporting line item budget that delivers high quality print publications consistent with industry standards and maximizes Gross and Net Revenue. The plan will include details on the type and number of publications, format, content, production specifications, and distribution outlets.

9.0 Digital, Social and New Media Rights

OUTFRONT shall have the exclusive right to maximize the revenue opportunities associated with the UNM official athletics web site (golobos.com) and official Mobile Application (“APP”). OUTFRONT shall have the right to manage the relationship with the host company of any affiliated official UNM Sports or team APP. UNM will be responsible for providing all content found on golobos.com, the official sports or team APP and all video content found on golobos.com or any UNM social media accounts or channels.

OUTFRONT shall have the exclusive rights to sell advertising and sponsorships in the form of company logos and messages, and other sponsorship or revenue related promotions or content on golobos.com to include but not limited to: headline stories and articles, drop down menus, banner advertisements, calendar of events, web page links for each sports team, audio broadcast of sporting events, video content, real time statistics, eCommerce ticketing solutions for sporting events and hyperlinks to sponsors’ websites, social media integration as well as promotions or content related to the streaming of video content which is not in conflict with UNM’s assignment of video rights to the Mountain West Conference.

To the greatest extent permissible under UNM Policy and Applicable Privacy and Data Security Laws, University hereby grants to OUTFRONT, and any third parties with whom OUTFRONT enters advertising, sponsorship and/or endorsement agreements hereunder, the right to collect, use, process, store and transfer data owned or controlled by University and University shall provide such data (including, without limitation, alumni lists, email marketing lists, ticketholder lists) to OUTFRONT and/or such third parties as designated by OUTFRONT promptly upon request.

In return for UNM’s provision of the data described in this Section, OUTFRONT expressly agrees that such data may contain Personally Identifiable Information that may be subject to federal and state laws (including but not limited to FERPA) (“PII”) and that OUTFRONT shall not release PII collected from UNM to any other person or organization without the prior written consent and approval of UNM. If the PII is not received directly from UNM, but is instead received directly from the information owner, OUTFRONT shall appropriately disclose the privacy rights of the individual pursuant to relevant data privacy laws and, where required by such laws, obtain the consent of the data subject.

OUTFRONT represents, warrants and certifies that it complies with NIST 800-171r1/ NIST 800-53’s “moderate” safeguards to the extent they apply to PII OUTFRONT further shall, in the event of a data incident, comply with the New Mexico Data Breach Notification Act. (“NMDBNA”). At the request of UNM and within fourteen (14) days of such a request, OUTFRONT shall provide UNM a written summary of the procedures OUTFRONT uses to safeguard PII.

OUTFRONT further represents, warrants, and certifies that it will: 1) hold PII in the strictest confidence and will not use or disclose information except as (a) permitted or required by the Agreement or these Terms and Conditions, (b) required by law, or (c) otherwise authorized by UNM and the information owner, if not the UNM, in writing; 2) implement and maintain a

comprehensive information security program that contains administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PII that it creates, maintains, receives, stores, or transmits on behalf of the UNM.

OUTFRONT shall continually monitor its operations and take any action necessary to assure the information is safeguarded in accordance with the terms of this Agreement. Where appropriate, OUTFRONT shall also contractually bind and ensure that its agents, sub-OUTFRONTs or sub-consultants adhere to the provisions set forth in this section.

Upon termination of this Agreement and at the direction of UNM OUTFRONT agrees together: a) return in a format approved by UNM all PII provided by UNM including all PII that may be in the possession of OUTFRONT's subcontractors or agents; or, b) destroy, in a manner that permanently renders the data unusable, unreadable and undecipherable, all PII provided by UNM, including all PII that may be in the possession of OUTFRONT's subcontractors or agents.

In addition to any other indemnity provided by OUTFRONT, in the event of a security breach involving PII caused by the gross negligence of OUTFRONT, OUTFRONT agrees to indemnify, defend with counsel approved by UNM, and hold harmless UNM from, for and against any and all: losses; liabilities; lawsuits; claims; expenses (including reasonable attorneys' fees; costs; civil, regulatory and administrative penalties; and judgments incurred through third-party claims of violation of the NMDBNA, HIPPA FERPA, GLBA, GDPR. Notwithstanding anything to the contrary contained in this Agreement, the liability and indemnity obligations of OUTFRONT pursuant to this section shall be capped at \$2,000,000.00.

OUTFRONT shall have the exclusive rights to and may sell sponsored promotions or content within all official UNM social media accounts or channels to include but not limited to: Facebook, Google+, YouTube, Twitter, Instagram, Pinterest, Vine, Snapchat etc., or any other official UNM social media account currently set up or created in the future. OUTFRONT and UNM will work together on final creative and content of all social media postings as well as the posting schedule for such content. UNM will have final approval on all promotions and content with approval not to be unreasonably withheld.

10.0 Additional Rights and Benefits

- **Out of Market Rights and Programs:** UNM acknowledges and agrees that investing in current and creating new assets and programs in Albuquerque and across the state of New Mexico that extend and grow the UNM brand is a critical component for long term revenue growth. UNM and OUTFRONT will work together to create these programs, utilizing existing UNM assets and resources. OUTFRONT shall have exclusive rights to sell fully integrated sponsorships to these new programs, to include but not limited to:
 - Cause marketing programs
 - Community outreach programs
 - Education programs
 - Partnerships with local, regional and national philanthropic organizations
- **“Day-in-the-Life” Experiences–** OUTFRONT shall the the right to sell up to four (4) experiences each year. Experience assets are to include, but are not limited to access to

official UNM facilities, access to “coaches clinics”, ability for meet and greet with UNM staff, personalities and coaches, ability to conduct private tours of locker rooms, weight rooms and other UNM facilities. Day-in-the-Life experiences must be discussed and agreed upon by UNM Administration and will be scheduled on mutually agreed upon dates and times.

- Use of Athletic Facilities - UNM will allow OUTFRONT to utilize and offer to sponsors the use of selected Athletics Facilities, a minimum of five (5) times a year, for the purpose of sales meetings, promotional activities in conjunction with Athletics Events, corporate outings and other potential events approved by UNM. Facility usage shall be based on availability, with reasonable advance written request and approval, subject to UNM’s policy governing the use of Athletics Facilities and may require reimbursement of expenses (such as security, utilities, etc.). All such facility use is subject to any and all UNM policies and procedures, including any catering and equipment usage policies
- Rivalry Series – OUTFRONT shall have the exclusive right to sell a title or presenting sponsor, along with associated sponsors, to a Rivalry Series between UNM and another intercollegiate athletics program. Rivalry Series assets would include, but not be limited to the following: creation of a co-branded logo with title/presenting sponsor integration; sponsor integration into the promotion of the Series across OUTFRONT and UNM controlled media platforms; special events, to include a kick-off luncheon and end of year awards/trophy presentation; final details subject to mutual agreement.
- Use of Field Passes – UNM shall provide OUTFRONT field passes for each home football game valid at all times for client cultivation and make available additional passes upon request from OUTFRONT.
- Special events - OUTFRONT may utilize special events sponsored by the Athletics Department to provide special recognition or opportunities for sponsors for events in which UNM has the right to offer such inventory. Examples of such events include, but are not limited to the following: Spring Football game, Meet the Team Day, Lobos Football or Basketball Fan Fest, etc. OUTFRONT shall receive invitations to all Athletic Department special events, including award banquets, pre-game functions and other functions at which University supporters are entertained. OUTFRONT and UNM shall work together to maximize the value from these opportunities to drive both Gross and Net Revenue; with any costs mutually agreed upon prior to the expenditure or made part of the annual Property Operating Budget review process.
- Food Containers and Drink Cups - OUTFRONT will have the exclusive right to sell advertising for the food containers and drink cups used by the food concessionaires, food vending contractors and athletic teams at Athletic Events.
- Direct Mailings - OUTFRONT will have the exclusive right to provide inserts with corporate representation in the season ticket mailers for Athletics Events and other Athletic Department mailings.
- UNM and University Database Access – UNM will provide OUTFRONT access to send sponsor information via mail or email to the season ticket holder database and donor database as allowable by UNM policy and as defined in Section 9.0 of this Exhibit. The use of these lists must be approved by University and mailing lists or the approved use may not

be transferred or re-sold, unless the University has given its prior written approval in each case.

- Credentials - UNM shall provide the appropriate number of working all-access credentials and reserved parking passes required for all OUTFRONT working staff for each Athletic Event. This includes broadcast staff, office staff and interns.
- Athletics Department Merchandise - OUTFRONT shall have the right to purchase (as part of the Property Operating Budget) through the Athletics Department, University branded merchandise at Athletic Department rates.
- Autographed Merchandise – UNM shall provide OUTFRONT an annual allotment (as part of the Property Operating Budget) of authentic and signed Athletics Department merchandise for client cultivation (i.e. helmets, jerseys, photos).
- Food and Drink Concession Agreements – To the extent permissible under the terms and conditions of existing concessionaire agreements, UNM agrees to work in good faith with OUTFRONT to sell branded concession opportunities.
- Headsets and communications equipment - OUTFRONT may sell a highly visible logo on the headsets and associated equipment worn by all coaches and other sideline personnel for all regular season football games and to any pre or post season games in which UNM has been granted the rights to this asset by the sanctioning organization of the pre or post-season event.
- Sideline Rights – OUTFRONT shall have the exclusive right to sell branded assets along the sidelines of Athletic Events, to include but not limited to: coolers, cups, towels, fans, medical tents, misters, branding on team benches, and materials or structures utilized to shield signal callers or call in plays.
- In Venue Fan Engagement Technology – OUTFRONT shall have the exclusive right to sell sponsorship and corporate branding opportunities within and around any in venue applications designed to provide game day information, in-game stats, increase concession or merchandise sales, or otherwise improve the game day experience for UNM fans. Assets include, but not limited to entitlement/presenting sponsor assets, in APP branding, location based direct marketing, and traditional advertising.
- Media Bibs - OUTFRONT shall have the exclusive right to sell branding on all media bibs and/or other UNM distributed identification apparel provided to credentialed media operating on the sideline during an Athletics Event.

11.0 Development of New Multi-Media Rights

UNM recognizes that the development and marketing of various Multi-Media Rights by universities with major athletic programs is both dynamic and evolving and that new opportunities may be expected to become available during the term of this Agreement that are not now being implemented. Accordingly, UNM expects that OUTFRONT may seek other Multi-Media Rights from UNM for the purpose of maximizing Gross and Net Revenue, which other Multi-Media Rights may be implemented as mutually agreed upon between UNM and OUTFRONT. OUTFRONT will request in writing from UNM the authority to utilize any Multi

Media Rights that are not specified in this Agreement and UNM shall not unreasonably deny its consent to such request for authority.

Exhibit B – Long Term Sponsorship Agreements (FY19)

Sponsor	Amount	Contract End
Pepsi	\$450,000	FY28
Total	\$450,000	

Exhibit C – Property Operating Budget Template

<u>Expense Category</u>	<u>Baseline Allocation Assumptions</u>
1. OUTFRONT Signing Bonus Recoup	\$75,000
2. OUTFRONT Capital Investment Recoup	\$65,000
3. Dedicated Staff	\$514,100
4. OUTFRONT Biz Ops/Creative Services Allocation	\$20,000 in FY20 growing 3% per year
5. Sales and Marketing	\$25,000
6. OUTFRONT Senior Management T&E Allocation	\$10,000 in FY20 growing 3% per year
7. OUTFRONT Corporate Support Services Allocation	\$20,000 in FY20 growing 3% per year
8. Production	\$410,000
9. Direct Ticket Spend Fulfillment	\$283,000
10. Other Fulfillment	\$120,000
11. Local Office Administrative Costs	\$40,000

Exhibit D – Existing Trade/Value-in-Kind Agreements

Total	\$350,000
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Exhibit E – Licensed Marks

To be inserted

Exhibit F – Restricted Sponsorship Categories

1. Cigarettes, Tobacco or Marijuana Advertisements
2. Sexually Explicit Advertisements
3. 900 Phone Number Advertisements
4. Contraceptive Advertisements
5. Adult Entertainment Advertisements












OUTFRONT-UNM MMR AGREEMENT FINAL


Final Audit Report

2020-03-02

Created:	2020-02-26
By:	University of New Mexico Contracts (esignatures@unm.edu)
Status:	Signed
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