

## **FOX SPORTS COLLEGE PROPERTIES USC SPONSORSHIP AGREEMENT**

THIS SPONSORSHIP AGREEMENT along with the Standard Terms and Conditions attached hereto as Exhibit A and the Use of Marks and Logos attached hereto as Exhibit B, both incorporated herein by this reference (collectively, the "Agreement"), relates to sponsorship opportunities set forth herein in connection with University of Southern California Department of Intercollegiate Athletics ("University"). Fox Sports College Properties, a division of Fox Sports Net, Inc. ("Fox"), has the right to grant event sponsorship rights and marketing opportunities in connection with University (including the right to grant a license for the use of University trademarks, logos and registered marks (collectively, "University Marks")) (collectively, "Sponsorship Rights"), as further detailed herein. Fox and Sponsor (as defined below) may each be referred to herein as a "Party" and collectively as the "Parties."

Sponsor and Fox hereby agree the following terms and conditions are applicable to this Agreement.

**Sponsor:** ("Sponsor")

USC Credit Union  
3720 South Flower Street  
Los Angeles, CA 90089

**Term:**

July 1, 2019 through June 30, 2024, unless earlier terminated pursuant to this Agreement (the "Initial Term"). This Agreement will automatically renew at the end of the Initial Term for an additional five (5) years unless either Party gives the other written notice of termination no later than February 1, 2024 (the "Renewal Term"). For the purposes of clarification, the Initial Term, and, if applicable, the Renewal Term, shall be referred to collectively as the "Term."

**Sponsorship Rights:**

**EXTERIOR SIGNAGE**

Sponsor will receive the following exterior signage benefits:

- Two (2) marquee outward facing upper level banners on east end of Coliseum at each regular season football game

**INTERIOR PERMANENT SIGNAGE (STATIC)**

Sponsor will receive the following on-site permanent (static) signage benefits at each regular season football game:

- One (1) bowl wrap sign on north side
- Two (2) banner tarp signs (specs TBD) one on the northeast side and the other on the southeast side of the Coliseum field suites (inner-bowl facing)

**INTERIOR DIGITAL SIGNAGE (TEMPORARY)**

Sponsor to receive the following signage at each USC home football game:

- In-Game Video Board Feature:
  - One (1) mutually agreed upon in-game video board feature

- Scholarship Tower:
  - Two (2) game time minutes on Scholarship Tower upper level ribbon board
- Northeast and northwest sideline LED:
  - One (1) game time minute on two LED boards, the northeast and northwest sideline LED

## **MEDIA BENEFITS**

Sponsor to receive the following assets:

- Radio Broadcast Network
  - Play-by-Play: Two (2) :30 second commercials per football game
    - Twenty-four (24) spots total
  - Pre/Post-Game Rotator: Two (2) :30 second commercials per football game
    - Twenty-four (24) spots total
- Website Exposure
  - USC Athletics Website
    - 200,000 impressions each Contract Year of the Term
- Social Media
  - Presenting sponsor of one (1) social media content campaign on the official USC Trojans social media account(s) (Facebook, Instagram and/or Twitter) throughout the football regular season

## **TILLY TOWER FIGUEROA/FREEWAY SIGN**

- Single rotation daily from September 1<sup>st</sup> to April 1<sup>st</sup> of each contract year
  - Minimum of 200,000 impressions weekly. Sign operates from 5am - 10pm daily
  - Sponsor to provide all creative

## **GALEN CENTER (BASKETBALL AND VOLLEYBALL ARENA) ASSETS**

- Two (2) game time minutes on scorer's table LED to run during each men's and women's regular season home basketball games
- Two (2) game time minutes on scorer's table LED to run during each men's and women's regular season home volleyball games

## **HOSPITALITY**

Football:

- FOX Plaza Field Level Suite Season Tickets
  - Four (4) suite tickets to each USC regular football home game (includes food, beverage, beer and wine)

- USC Football Season Tickets
  - Six (6) tickets to each USC regular football home game

Basketball:

- Two (2) USC Men's regular season tickets for each home game

## **TROJAN COMMUNITY OUTREACH**

- Opportunity for one (1) Trojan Community Outreach event subject to NCAA compliance
  - Example: Trojan Community Programs - joining Student Athletes out in the community

### **University Marks:**

Sponsor shall have the right to use the University Marks in connection with the Sponsorship Rights or as otherwise mutually agreed to by the Parties, subject to Fox and/or University's prior written approval in each instance and subject to the terms and conditions set forth in this Agreement.

### **Official Designation:**

Sponsor to receive "Official Credit Union of USC Athletics" designation and shall be the exclusive credit union of USC Athletics. For the avoidance of doubt, the Parties acknowledge that this Agreement shall be non-exclusive with respect to other financial products, services, and institutions.

### **Sponsorship Fee:**


Sponsor shall pay to Fox a sponsorship fee without any reduction or off-set (the "Sponsorship Fee") as follows:

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by the duly authorized representatives on the respective dates entered below.

**FOX SPORTS NET, INC.,**  
On behalf of Fox Sports College Properties

\_\_\_\_\_  
By: Andre Riley  
Title: Vice President & General Manager  
Date: \_\_\_\_\_

**USC CREDIT UNION**

  
\_\_\_\_\_  
By: Gary Perez  
Title: CEO  
Date: 8-17-18

L:\Phillip G\Sports\Fox Sports College Properties\USC\Sponsorships\USC Credit Union\2019-24 USC Credit Union FSCP Partnership Agreement v3.docx

## Exhibit A - Standard Terms & Conditions

1. UNIVERSITY SPONSORSHIP. Except as expressly provided for in this Agreement, Sponsor shall receive the sponsorship rights and obligations set forth on the front page(s) of this Agreement for the Term, upon execution of this Agreement in accordance with NCAA and Pac-12 Conference ("Conference") rules and regulations. Fox and/or University retain all final approval rights, including, but not limited to, approval of the content of sponsorship messaging, prior to any advertising placement, publication or collateral production in connection with the Sponsorship Rights. Consent to material submitted will not be unreasonably delayed, conditioned, or withheld.

2. NON-EXCLUSIVITY. Except as expressly provided for in this Agreement or in the Sponsorship Rights, Sponsor acknowledges and agrees that the benefits provided to Sponsor by Fox pursuant to this Agreement shall be granted on a non-exclusive basis. To the extent the Sponsorship Rights include sponsorship category exclusivity as expressly set forth on the front page(s) of this Agreement, such exclusivity shall only relate to the granting of sponsorship rights similar to the rights granted to Sponsor hereunder. The Parties acknowledge and agree that any Sponsor exclusivity shall not pertain to Fox's media assets in connection with University games and events, including without limitation, advertising (in all media inclusive of internet), commercial inventory, billboards, features, etc. The Parties further acknowledge and agree that any Sponsor exclusivity shall not pertain to any digital re-direct advertisements, including, but not limited to, advertisements controlled by the host of the University website or otherwise not under Fox and/or University's control.

3. SCOPE OF SPONSORSHIP. (a) Use of University Marks. Nothing herein shall be construed as granting to Sponsor the right to use any University Marks in any manner at any time, except as otherwise expressly authorized in this Agreement. Notwithstanding the foregoing, Fox hereby grants to Sponsor a revocable (as set forth Section 10) license and right to use the University Mark set forth in Exhibit B during the Term, so long as use is compliant with NCAA and Conference rules and guidelines and Sponsor receives Fox and/or University's prior written approval in each instance. NCAA and Conference rules and guidelines applicable to the sponsorship rights under this Agreement shall be provided to Sponsor by Fox and/or University; Sponsor shall not be responsible for compliance with any such rules and guidelines until a reasonable time after notice. Sponsor's license to utilize the University Marks as set forth herein shall not extend to any of Sponsor's parent companies, subsidiaries, affiliated companies, or affiliated brands and any such requested use shall be subject to separate negotiation by the Parties. Fox and/or University retain all final logo usage approval rights prior to advertising placement/publication and collateral production. Sponsor shall follow all University guidelines for use of athletics logos. Such guidelines may be updated by University from time to time and provided or made readily available to Sponsor for review. (b) Sponsorship Costs. Except as otherwise specifically set forth herein, Sponsor shall be solely responsible for all costs and expenses associated with the Sponsorship Rights provided on the first page(s) of this Agreement, including, without limitation, all costs and expenses associated with the production, delivery and installation of any Sponsor signage, advertising and promotional materials. (c) NFL Games. The Parties acknowledge and agree that no rights set forth herein shall apply to National Football League ("NFL") games played at the Los Angeles Memorial Coliseum (the "Coliseum"). In the event that any NFL games interfere with the Sponsorship Rights granted herein, Fox will make all reasonable efforts to provide signage elements that are of equal value and exposure as it pertains to those found on the front page(s) of this Agreement. If similar elements are unavailable, Fox will provide mutually agreeable make-good elements in accordance with Section 3(g) below. (d) Naming Rights. The Parties acknowledge the possibility of Fox and/or University entering into an agreement for the sale of naming rights to University home venues and/or athletics facilities during the Term ("Naming Rights Agreement"). Sponsor acknowledges and agrees that, as a result of any such Naming Rights Agreement, Fox may be required to (without being in breach or default of this Agreement) terminate this Agreement and/or recapture certain inventory available to Sponsor under this Agreement, as determined in Fox's reasonable discretion. In the event Fox and/or University enters into any such a Naming Rights Agreement (i) Fox shall have the right to terminate this Agreement upon reasonable prior written notice to Sponsor and, in such event, (x) Sponsor shall remain liable for payment obligations for all sponsorship elements delivered prior to the termination date; and/or (y) Sponsor shall receive a prorated amount of any Sponsorship Fees paid and not used as of the termination date, or (ii) if Fox does not terminate this Agreement, Fox will make all reasonable efforts to provide signage elements that are of equal value and exposure as it pertains to those found on the front page(s) of this Agreement. If similar elements are unavailable, Fox will provide mutually agreeable make-good elements in accordance with Section 3(g) below. (e) Sweepstakes/Contests. To the extent the Sponsorship Rights include any promotions involving a sweepstakes or contest, Sponsor shall be responsible for the administration and execution of any such sweepstakes or contest (including taking responsibility for creating any required sweepstakes rules and abiding by any and all local, statewide, and national rules and regulations for the operation of contests and sweepstakes). (f) Radio Spots. To the extent the Sponsorship Rights include any radio inventory, payment for such rights pursuant to this Agreement shall cover regular season radio spots. In addition to the Sponsorship Fee (as set forth on the front page(s) of this Agreement), the Parties acknowledge and agree that Sponsor will be automatically billed for post-season (e.g., Conference Championship Game/Bowl Game) radio inventory at the rate(s) set forth on the front page(s) of this Agreement. If no rate is specified herein, such post-season inventory radio shall be billed to Sponsor at a prorated rate. (g) Performance/Make-Goods. Upon written request, Fox will deliver to Sponsor a customary affidavit of performance or other appropriate confirmation of performance detailing the delivery of the applicable portion of the sponsorship elements provided pursuant to this Agreement. If Fox is unable to deliver to Sponsor any element of the Sponsorship Rights as provided herein, for any reason including, without limitation, as a result of a change in a University and/or Conference policy or regulation, or change in University venue, Fox shall have a reasonable opportunity to provide, upon the mutual agreement of the Parties, sponsorship elements of equal or greater value, within a reasonable time but no later than the end of the regular season for the applicable sport. If such substitute elements are not available or not mutually agreeable, then Fox will refund to Sponsor a pro rata portion of the Sponsorship Fee reasonably applicable to such cancelled element.

4. SPONSORSHIP FEE/CONSIDERATION. (a) In exchange for the Sponsorship Rights and other consideration set forth in this Agreement, each year during the Term, Sponsor shall pay to Fox the annual Sponsorship Fee in full without any reduction or off-set in accordance with the dates and amount set forth on the front page(s) of this Agreement. (b) Payment Terms. Unless payment dates are specifically set forth on the front page(s) of this Agreement, payments shall be due within thirty (30) days following Sponsor's receipt of an invoice from Fox. Unless otherwise mutually agreed upon by the Parties, the Sponsorship Fee shall be paid by way of bank or cashier's check made payable to Fox Sports College Properties and delivered to the following address: Fox Sports College Properties, File # 55437, Los Angeles CA 90074-5437. To the extent there is trade consideration provided by Sponsor, such will be provided to Fox or University over the course of each Agreement year on a mutually agreed upon schedule. Unless specifically set forth on the front page(s) of this Agreement, the Parties acknowledge that Fox shall not take ownership of any trade items/services (such being retained by University for promotional purposes). If the applicable



installment of the Sponsorship Fee is not delivered to Fox as provided herein, and Sponsor has not remedied such deficiency within five (5) business days of receiving written notice thereof from Fox, then Fox shall, without waiver of any other remedy, have the right, in its sole discretion, to: (i) terminate delivery of the sponsorship elements to Sponsor; and/or (ii) immediately terminate this Agreement and, in such event, (x) Sponsor shall remain liable for payment obligations for all sponsorship elements delivered prior to the termination date; and/or (y) Sponsor shall receive a prorated amount of any Sponsorship Fees paid and not used as of the termination date. In addition, if the Sponsorship Fee is not received by Fox in accordance with the terms of this Agreement, Fox shall have the option, in its sole discretion, to assess a service charge of one and one-half percent (1½%) per month (eighteen percent (18%) per annum), or the maximum rate permitted by applicable law, in addition to all other amounts due under this Agreement. (c) In the event an agency ("Agency") is acting as agent for Sponsor, a disclosed principal, and notwithstanding that invoices are rendered to such Agency, then Agency will only be liable for the cost of the advertising purchased and other obligations to Fox to the extent Agency has been paid by Sponsor for any such amount payable to Fox. For amounts not paid to Agency, Fox will look solely to Sponsor for payment. Sponsor remains liable to Fox to the extent Fox has not recovered from Agency any amounts owed to Fox on behalf of Sponsor. This Section 4 will survive the termination or expiration of this Agreement.

5. **TRADEMARKS.** (a) Use of Marks. Except as expressly provided for in this Agreement, no Party shall use any trademarks, service marks, trade names, insignia, symbols, logos, decorative designs or the like (individually a "Mark" and collectively the "Marks") which are owned by, or licensed or sublicensed to a Party without the other Party's prior written consent. Each Party agrees that as between the Parties, each Party shall own all rights, title, and interest in and to their respective Marks, and all related intellectual property rights and each Party has the right to license use of such Marks to the other in accordance with this Agreement. Each Party's use of the other's Marks under this Agreement is for the benefit of the other Party and shall terminate on the termination of this Agreement, and no Party shall acquire any rights in a Party's Marks by such use. Each Party shall comply with written reasonable usage guidelines and quality control standards that may be provided by the other Party during the Term of this Agreement. (b) Ownership of Marks. (i) Fox acknowledges the ownership of Sponsor's Marks in Sponsor, and agrees that it will do nothing inconsistent with such ownership and that all use of Sponsor's Marks by Fox shall inure to the benefit of and be on behalf of Sponsor. Fox agrees that Sponsor's Marks are valid and fully subsisting and that Fox will not attack the title of Sponsor to Sponsor's Marks or attack the validity of this Agreement and the license granted herein. (ii) Sponsor acknowledges the ownership of Fox's Marks in Fox and University's Marks in University, and agrees that it will do nothing inconsistent with such ownership and that any use of Fox's or University's Marks by Sponsor shall inure to the benefit of and be on behalf of Fox and University respectively. Sponsor agrees that Fox's Marks and University's Marks are valid and fully subsisting and that Sponsor will not attack the title of Fox or University to their respective Marks or attack the validity of this Agreement and the license granted herein.

(c) Form of Use. The Parties agree to use the other Party's Marks only in the form and manner and with appropriate legends as may be prescribed from time to time by the other Party, and not to use any other trademark or service mark in combination with any of the other Party's Marks without the other Party's prior written approval. (d) Infringement Proceedings. The Parties agree to notify the other Party of any unauthorized use of the other Party's Marks by others promptly as it comes to either Party's attention. The Parties shall have the sole right and discretion to bring infringement or unfair competition proceedings involving such Party's Marks.

6. **CONFIDENTIALITY.** It is hereby agreed that the specific terms and conditions of this Agreement, including, but not limited to, the financial terms, are strictly confidential, and shall not be divulged to any third parties without the prior written consent of both Fox and Sponsor, unless otherwise required by law to be disclosed. Notwithstanding the foregoing, either Party may disclose this Agreement and any term or condition hereof without the prior written consent of the other Party, as part of such Party's normal reporting or review procedure to such Party's board of directors, parent company, auditors, profit participants, and attorneys who agree to be bound by the terms of this Section 6. Fox and University acknowledge that Sponsor is a regulated financial institution, and agree that Sponsor may disclose any information, including the terms of this Agreement, without notice to Fox or University, to the National Credit Union Administration, the California Department of Business Oversight, and/or any other financial institution regulator with jurisdiction over Sponsor, only if required by law, and Sponsor shall use its best efforts to limit any such disclosure to the minimum disclosure necessary to comply with such law or court order, and such disclosure will not be a breach of this Agreement.

7. **NCAA/UNIVERSITY RULES.** In connection with fulfilling its obligations under the terms of this Agreement, Sponsor agrees to strictly adhere to and comply with, and to cause all of its parent, affiliates, subsidiaries, advertising/promotional agencies, staff and any sublicensees or other persons with which it enters into any agreement as permitted hereunder, to strictly adhere to and comply with, the NCAA Rules, which may be amended from time to time by the NCAA. For purposes of this Agreement, NCAA Rules means the NCAA bylaws, rules, regulations, interpretations, standards and guidelines, including, but not limited to, any rules or policies governing the use of student-athlete likenesses. In addition, any media company or corporate sponsor that has a contractual relationship with University (or University's third-party rights holder in these areas), shall submit for approval, on an annual basis, its plans for use of student-athlete names and/or likeness in its promotional and/or advertising materials. Promotional or advertising activities that include the use of student-athlete names and/or likeness that vary from the plan or represent a new activity also shall be submitted in advance to University for approval.

8. **COPYRIGHTS.** All copyrights and other rights in and to any films, videotapes, photographs, recordings, commercials, advertisements, and/or other advertising and/or promotional materials prepared or developed in connection with this Agreement by Fox or University, which depict, reference, and/or include the Fox Marks or University Marks, shall be owned and/or controlled exclusively by Fox and University. All copyrights and other rights in and to any films, videotapes, photographs, recordings, commercials, advertisements, and/or other materials prepared or developed in connection with this Agreement by Sponsor shall be owned and/or controlled by Sponsor; *provided, however,* (i) no game footage or student-athlete likenesses may be included in any films, video, photographs or other materials prepared by Sponsor; and (ii) to the extent such elements include any Fox Marks, University Marks, or other associated marks, Sponsor shall not exploit or otherwise use such elements inclusive of the Fox Marks and/or University Marks without first obtaining the express written consent of the respective entities (with whom Fox will coordinate and provide confirmation of approval of all).

9. **BINDING AGREEMENT.** This Agreement contains the entire understanding among the Parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied oral or written. This Agreement may not be amended or modified except in a writing signed by both Parties. The failure of the Parties to enforce or delay in enforcing any rights or obligations shall not be deemed a waiver or a modification of this Agreement.

10. **TERMINATION OF AGREEMENT.** Either Party may terminate this Agreement at any time upon written notice in the event the other Party has committed a material breach of this Agreement which remains uncured thirty (30) days after receipt of written notice of such breach. For the avoidance of doubt, Sponsor's failure to pay the Sponsorship Fee in accordance with this Agreement shall be treated in accordance

with Section 4(b) of this Agreement. In addition, either Party may terminate this Agreement immediately upon written notice if: (a) the other Party becomes unable to pay its debts as they mature in the ordinary course of business or makes an assignment for the benefit of its creditors; or (b) proceedings (whether voluntary or involuntary) are commenced against the other Party under any bankruptcy, insolvency or debtor's relief law and such proceedings are not vacated or set aside within sixty (60) days from the commencement thereof. Fox may terminate this Agreement at any time upon written notice if Fox's authority to convey any of the rights in the Agreement expires or is revoked, in whole or in part. In the event this Agreement is terminated pursuant to this Section 10, (i) Sponsor shall remain liable for payment obligations for all sponsorship elements delivered prior to the termination date; and/or (ii) Sponsor shall receive a prorated amount of any Sponsorship Fees paid and not used as of the termination date. This Section will survive the termination or expiration of this Agreement.

11. **INDEMNITY.** (a) By Sponsor. Sponsor agrees to indemnify fully and hold harmless Fox, University, and their respective parents, subsidiaries, authorized agents, employees and representatives, from any and all third party claims, losses, costs, damages, expenses, demands, causes of action and judgments, including legal costs and costs of reasonable attorneys' fees, arising out of any third party action for breach by Sponsor of any provision of this Agreement, or any breach of any representation or warranty made by Sponsor in this Agreement, or arising out of any negligent act or omission or purported negligent act or omission of Sponsor or any of its officers, agents, representatives or employees pursuant to this Agreement. (b) By Fox. Fox agrees to indemnify fully and hold harmless Sponsor, and its parent company, subsidiaries, and their respective officers, agents and employees, of and from any and all third party claims, losses, costs, damages, expenses, demands, causes of action and judgments, including legal costs and costs of reasonable attorneys' fees, arising out of any breach by Fox of any provision of this Agreement, or any third party action for breach of any representation or warranty made by Fox in this Agreement, or arising out of any negligent act or omission or purported negligent act or omission of Fox or any of its officers, agents, representatives or employees pursuant to this Agreement. (c) Limitation of Liability. Notwithstanding anything to the contrary contained in this Agreement, in no event shall either Party to this Agreement be obligated to indemnify the other Party with respect to any claim solely arising from the intentional or negligent act of the Party seeking indemnification. Except for its indemnification obligations hereunder, and except for claims arising from a Party's gross negligence or intentional misconduct, neither Party shall be liable for any indirect, incidental or consequential damages or for lost profits, as a result of this Agreement or any breach of this Agreement.

12. **INSURANCE.** (a) Sponsor warrants and represents that it shall maintain or cause to be maintained for the duration of the Term and one (1) year thereafter, insurance that meets or exceeds the types and limits noted herein for claims, damages and demands including legal defense costs and fees which may arise from or in connection with this Agreement. The insurance limits noted herein may be met in conjunction with an Umbrella or Excess liability policy: (i) Commercial General Liability insurance with coverage including, without limitation, bodily injury, property damage, personal injury, advertising injury, contractual liability, independent contractors, premises/operations and products/completed operations with limits of not less than \$5,000,000 each occurrence and \$5,000,000 in the aggregate. (ii) Automobile Liability insurance covering all owned, non-owned and hired vehicles with a combined single limit for bodily injury and property damage of not less than \$5,000,000 per accident. (iii) Workers' Compensation insurance covering all personnel employed directly by Sponsor or by way of a contract from any payroll service utilized by Sponsor in compliance with appropriate federal and state laws, and Employers' Liability Insurance with limits of not less than \$5,000,000 per person and \$5,000,000 per accident or disease in the relevant jurisdiction. (iv) Property insurance covering all of Sponsor's property or Fox's property whether owned, rented or leased. Such insurance shall be on an "all risk" basis, including terrorism, flood and earthquake and be full replacement cost coverage, with an agreed amount clause. The proceeds from any such insurance shall be used by Sponsor for the replacement of property and the restoration of alterations. (v) Errors & Omissions/Media/Professional Liability insurance with coverage including, without limitation, claims or occurrences related to or arising from infringement or misappropriation of any intellectual property, copyright, trademarks, trade secrets, know-how and other present and future property and/or proprietary rights of a similar nature; breach of contract and unauthorized use of materials, defamation, plagiarism, piracy, unfair competition, rights of publicity or privacy or false advertising; errors, omissions, or negligent acts in the performance or failure to perform professional services. Limits of liability to be at least \$5,000,000 per occurrence/claim and \$5,000,000 in the aggregate. If the policy is written on a "claims-made" basis, the policy shall be in effect for a period of three (3) years after the Term. (b) All above insurance shall: (i) name Fox Entertainment Group, LLC, its parents, subsidiaries, affiliated companies, officers, directors and employees as Additional Insureds (except for Workers' Compensation insurance); (ii) include a Waiver of Subrogation in favor of Fox Entertainment Group, LLC, its parents, subsidiaries, affiliated companies, officers, directors and employees; (iii) be primary, not contributory, and not in excess of any other valid or collectible insurance carried by Fox Entertainment Group, LLC, its parents, subsidiaries, affiliated companies, officers, directors and employees; (iv) not include an exclusion for "Cross Liability" or "Severability of Interests;" (v) be placed with companies lawfully authorized to transact business in the jurisdiction in which the services are rendered and maintain during the policy term with a current Best's rating of not less than A- VII; (vi) include coverage for liability assumed under this Agreement as an "Insured contract" for the performance of Sponsor's indemnity obligations under this Agreement. The limits of said insurance required by this agreement or as carried by Sponsor shall not limit the liability of Sponsor nor relieve Sponsor of any obligation hereunder; (vii) not be cancelable unless replaced by an insurance policy that meets or exceeds the requirements as specified above, nor be subject to material modifications except after thirty (30) days prior written notice to Fox; and (viii) have all retentions such as deductibles or self-insured retentions be directly responsible by Sponsor. (c) The Additional Insured section should read as follows: Fox Entertainment Group, LLC., Twentieth Century Fox Film Corporation, Twenty-First Century Fox, Inc., Fox Networks Group, Inc., Fox Television Stations, LLC, their parents, divisions, subsidiaries, affiliated companies, officers, directors, and employees are included as Additional Insureds. (d) Certificates of insurance evidencing all the required insurance, including points b(i), b(ii), and b(iii) above, shall be executed by a duly authorized representative of the insurer(s) and submitted to Fox Entertainment Group, LLC prior to commencement of the Term. New certificates of insurance shall be provided upon any policy renewals. Certificate holder section should read as follows: Fox Entertainment Group, LLC, its parents and subsidiaries P.O. Box 900 Beverly Hills, CA 90213 Attn: Risk Management, Suite 2250. Sponsor shall forward a copy of the certificate and any inquiries about the above requirements to either the address noted above, via fax at 310-369-2177 or by email to Risk.Management@fox.com.

13. **DISPUTE RESOLUTION.** If a dispute arises between Fox and Sponsor under this Agreement, the Parties shall attempt to resolve such dispute by good faith negotiation for at least sixty (60) days prior to resorting to arbitration. Such dispute resolution period shall not impact either Party's ability to terminate this Agreement in accordance with Section 3 (d), Section 4(b) or Section 10 of this Agreement. If the Parties are unable to resolve the dispute after such good faith negotiation, such dispute shall be determined confidentially by binding arbitration in



Los Angeles County, California conducted with the commercial arbitration rules of JAMS by before a mutually selected single arbitrator of national standing who routinely engages in valuing multi-media and sponsorship rights similar to the rights covered under this Agreement and having no affiliation with either Party. The arbitrator shall have the authority to award any remedy or relief that a state or federal court of California could order or grant, and no other remedy or relief. The arbitrator has no authority to award punitive, exemplary, multiplied or consequential damages, and such damages shall not be recoverable by any other process or in any other proceeding. The Parties shall share equally in the cost of such arbitration, excluding each individual Party's attorney's fees, expert fees and other party-specific costs of participating in such arbitration. The Parties agree to maintain the confidential nature of the arbitration proceeding and the award, including the arbitration hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a provisional remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. Notwithstanding the above, either Party may file a complaint to seek a preliminary injunction or other provisional judicial relief at any time if, in its sole judgment, an injunction or other provisional relief is necessary to avoid irreparable damage to or to preserve the status quo.

14. **FORCE MAJEURE.** If any event described herein cannot be held on the scheduled date, or if either Party cannot perform any or all of its obligations hereunder, because of an event of force majeure, including, without limitation, inclement weather, unplayable conditions, labor actions or work stoppages (including, without limitation, strikes and lockouts), natural calamities, national emergencies, declarations of war, terrorist threat or act of terrorism, acts of God, or for any other reason beyond the reasonable control of the performing Party and/or the cancellation of the event and a good faith rescheduling of such event cannot be achieved, the delay and/or cancellation of such event and/or the Party's failure to perform its obligation(s) shall not be considered a breach of this Agreement and each Party shall be relieved of its obligations hereunder in connection with such event or obligation, except for payment obligations for items already delivered; provided that that Parties shall work to determine mutually agreeable make-good elements in accordance with Section 3(g).

15. **MISCELLANEOUS.** (a) The Parties acknowledge and agree that they are acting as independent contractors, and that nothing contained herein shall be deemed to create a relationship of employer-employee, partnership, principal-agent or joint venturers between the Parties. (b) If any provision of this Agreement is applied by any Party or to any circumstance shall be either void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability thereof. (c) Each Party hereto represents and warrants that: (i) it is authorized to enter into this Agreement, to grant all of the rights granted herein and to perform all of its obligations hereunder; (ii) it shall comply with all federal, state and local laws and regulations which may apply to its performance under this Agreement; (iii) the making and performance of this Agreement does and shall not violate any agreements, rights or obligations of any person, firm or corporation; (iv) it has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would hinder the performance of its obligations under this Agreement; and (v) when executed and delivered, this Agreement will constitute the legal, valid, and binding obligation of the Parties, enforceable against each in accordance with its terms and conditions. (d) Without limiting the generality of the representations and warranties covenants made by the Parties in Section 15(c), each Party expressly agrees that it shall abide by the CAN-SPAM Act of 2003 as well as any and all other laws and regulations applicable to its email marketing activities conducted in connection with this Agreement, and that it is solely responsible to ensure compliance with same. (e) Neither Party may assign this Agreement or any interest in this Agreement without the prior written consent of the other, not to be unreasonably withheld; provided that either Party may assign the Agreement to an affiliate in the context of an internal reorganization. Notwithstanding the foregoing, no such consent shall be required with respect to Fox for any assignment to University or its designated third party rights holder or in the event of: (i) a merger, acquisition or other business combination, (ii) assignment to an entity under common control with, controlled by or controlling Fox or (iii) a sale of all or substantially all of the assets of Fox. Subject to this Section 15 (e), this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors and permitted assigns. (f) The headings contained in this Agreement are for convenience only and are not to be construed as an interpretation of any of the language contained herein. (g) The Parties agree that the applicable law to be used in interpreting this Agreement shall be that of the State of California, without regard to the conflicts of law rules thereof. (h) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures shall be deemed an original. (i) All notices required under this Agreement must be in writing and may be delivered personally, via overnight mail, or certified or registered mail, return receipt requested, via facsimile or via email. Notices will be sent to the following addresses: If to Sponsor: to the address set forth on the front page of this Agreement, If to Fox: USC Sports Properties, Attn: General Manager, 3501 Watt Way, L124 Los Angeles, CA 90089, Phone: (213)743-7864, Fax: (213)743-7841; With a copy to: Phillip Gharabegian, Senior Vice President, Business and Legal Affairs, Fox Sports Media Group, 2121 Avenue of the Stars, 9th Floor, Suite 986, Los Angeles, CA 90067, Phone: (310) 369-0481, Fax: (310) 969-5693.



## Exhibit B – University Guidelines for Use of Marks and Logos

Sponsor may have the right to use the following University Mark, subject to the terms and conditions set forth in this Agreement.

USC ATHLETIC IDENTITY

TROJAN HEAD MARK 1 COLOR				
TROJAN HEAD MARK 2 COLOR				

USC ATHLETIC IDENTITY

PRIMARY MARK 1 COLOR				
PRIMARY MARK 2 COLOR				

NOTE: DO NOT USE 2 COLOR BASEBALL MARK ON CRIMSON OR GOLD BACKGROUNDS

TROJAN FOOTBALL HELMET LOGO



The Trojan Football Helmet logo can only be used on the USC football helmet, and if reproduced on marketing/merchandise that it can only be done so by showing a football helmet graphic; it cannot be used as a stand-alone graphic.

USC ATHLETIC IDENTITY

USC WORDMARK 1 COLOR - PREFERRED	USC	USC
	USC	USC
USC WORDMARK 2 COLOR - ALTERNATE	USC	USC
	USC	USC
TROJANS WORDMARK 1 COLOR - PREFERRED	TROJANS	TROJANS
	TROJANS	TROJANS
TROJANS WORDMARK 2 COLOR - ALTERNATE	TROJANS	TROJANS
	TROJANS	TROJANS

NOTE: DO NOT USE 2 COLOR WORDMARKS ON CRIMSON OR GOLD BACKGROUNDS

USC ATHLETIC IDENTITY

FIGHT ON WORDMARK 1 COLOR - PREFERRED	FIGHT ON!	FIGHT ON!
	FIGHT ON!	FIGHT ON!
FIGHT ON WORDMARK 2 COLOR - ALTERNATE	FIGHT ON!	FIGHT ON!
	FIGHT ON!	FIGHT ON!



USC ATHLETIC IDENTITY

TROJAN TYPEFACE  
1 COLOR

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
ABCDEFGHIJKLMNOPQRSTUVWXYZ



TROJAN TYPEFACE  
2 COLOR

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
ABCDEFGHIJKLMNOPQRSTUVWXYZ



x C

WHEN X HEIGHT OF THE WORDMARK OR PRIMARY TYPEFACE IS SMALLER THAN .5" IT IS PREFERABLE TO USE THE ONE-COLOR VERSION.

NUMERALS  
1 COLOR

1234567890

2 COLOR

1234567890



NOTE: DO NOT USE 2 COLOR TYPEFACE OR NUMERALS ON CRIMSON OR GOLD BACKGROUNDS

USC ATHLETIC IDENTITY

TROJAN KEY  
PATTERN



NOTE: EXTENDED TROJAN KEY PATTERN OFF THE ARTBOARD TO THE RIGHT

SUPPORTING TYPEFACE  
STRATUM BLACK

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
0123456789

ARCHED USC WORDMARK  
1-COLOR

USC

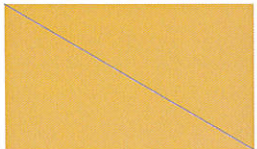
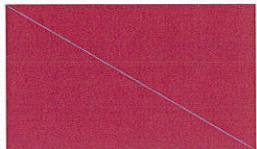
USC

USC

USC

ARCHED USC WORDMARK  
2-COLOR

USC



USC

NOTE: DO NOT USE 2 COLOR WORDMARKS ON CRIMSON OR GOLD BACKGROUNDS



# USC ATHLETIC IDENTITY



# USC ATHLETIC IDENTITY







**FOOTBALL**



**FOOTBALL**



**FOOTBALL**



**BASKETBALL**



**BASKETBALL**



**BASKETBALL**