

**EVENT LICENSE AGREEMENT**  
**(2024 University of Kansas Football)**

**THIS EVENT LICENSE AGREEMENT** (this “**Agreement**”) is made and entered into, effective as of August 1, 2024, by and between **ARROWHEAD EVENTS, LLC**, a limited liability company duly organized and existing under the laws of the State of Missouri (“**AEL**”), and **KANSAS ATHLETICS, INC.** (“**Licensee**”) (AEL and Licensee are sometimes each referred to herein as a “**Party**” and collectively referred to herein as the “**Parties**”).

**RECITALS**

**A. WHEREAS**, Jackson County, Missouri (the “**County**”) owns the Harry S. Truman Sports Complex (“**Sports Complex**”) that includes GEHA Field at Arrowhead Stadium and related facilities (the “**Stadium**”).

**B. WHEREAS**, the County has leased the Sports Complex to the Jackson County Sports Complex Authority (the “**Authority**”).

**C. WHEREAS**, the Authority has leased certain portions of the Sports Complex, including the Stadium, to the Kansas City Chiefs Football Club, Inc. (the “**Club**”) pursuant to that certain original Lease Agreement dated January 19, 1990, which has been amended from time to time by certain written amendments, including by that certain 2006 Lease Amendment dated January 24, 2006 (“**Stadium Lease**”).

**D. WHEREAS**, the Club has the authority to host, present and permit special events to be presented and held at the Stadium pursuant to Article VII, Section 7.01 of the Stadium Lease. The Club has granted such rights to AEL and has authorized AEL to permit third parties to use those portions of the Stadium necessary to conduct and hold special events at the Stadium.

**E. WHEREAS**, Licensee desires to license certain portions of the Stadium for the conduction of the “**Games**” (as defined in Section 1(a) below).

**NOW THEREFORE**, in consideration of the mutual promises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. License for Games; Game Dates.**

(a) **Games.** Subject to the covenants, agreements, terms, provisions and conditions of this Agreement, AEL hereby grants to Licensee the use and possession of the “**Licensed Premises**” (as defined in Section 2 below) for the sole purpose of conducting four (4) (and potentially five (5)) games between the University of Kansas football team (“**KU**”) against each of the teams listed below (together with KU, the “**Teams**”) and any related activities (each a “**Game**” and together, the “**Games**”). The Games will occur on each of the below dates (each a “**Game Date**” and together, the “**Game Dates**”).

Saturday, September 28, 2024	vs. Texas Christian University
Saturday, October 19, 2024	vs. University of Houston
Saturday, November 9, 2024	vs. Iowa State University
Saturday, November 23, 2024	vs. University of Colorado

Friday, December 20, 2024 vs. To Be Determined

(b) **Licensee's Use.** Licensee shall be permitted to use and have access to the Licensed Premises as designated by AEL to move-in, set-up, and prepare for the Games beginning at noon (12 p.m.) on the day before each Game and thereafter move-out three (3) hours after the conclusion of each Game (the "**Licensed Period**").

(c) Licensee understands and agrees that its access to certain parking lots and areas of the Sports Complex may be limited or restricted as reasonably necessary to allow the Kansas City Royals Baseball Corporation (the "**Royals**") to hold home games during the Licensed Period. Licensee may have access to the Licensed Premises outside of the Licensed Period with the prior written approval of AEL. Licensee may use and have access to the Licensed Premises to prepare for and produce the Games on the Game Dates. Licensee covenants and agrees to cause the Games to cease and terminate on or before 11:00 p.m. on the Game Dates unless weather, a Game's overtime, or another Force Majeure Event would extend the time past such time. Licensee shall vacate and remove from the Licensed Premises all equipment and materials provided by Licensee prior to the end of the Licensed Period. Any time Licensee or Licensee's agents are on the Licensed Premises or accessing or interacting with AEL and Club systems, employees, staff, customers or invitees, Licensee will comply at all times with the use, security and access policies for the Licensed Premises, as posted or made available to Licensee or its agents. Licensee is fully responsible for the actions and omissions of Licensee's agents while on Licensed Premises.

2. **Licensed Premises.**

(a) **Licensed Premises.** Only the following described parts of the Stadium (the "**Licensed Premises**") are subject to Licensee's use and possession granted by this Agreement (and such use and possession is subject to the terms hereof):

- i. Except as provided herein, all public seating areas in the Stadium designated by AEL for use for the Games together with the existing means of ingress and egress (the "**Public Seating Area**");
- ii. The existing restroom facilities for such Public Seating Area;
- iii. The existing playing surface inside of the Stadium;
- iv. Locker rooms for the Teams and officials as well as the other rooms (which may be used as office space) designated by AEL and located on the same level of the Stadium as the dressing rooms;
- v. The Premium Seating Area described in Section 3(g); and
- vi. The Hospitality Areas described in Section 4(d).

(b) **Retained Areas.** Licensee acknowledges, agrees and understands that all parts of the Stadium and Sports Complex property other than the Licensed Premises are not subject to this Agreement and shall not be used or accessed by Licensee. Specifically, the training areas, practice facilities, including the indoor and outdoor practice fields, player parking areas, equipment rooms, concession stands, Team Store,



novelty stands, food handling areas, storage rooms, offices, Founder's Suite and Residence, Ford Founder's Club, North Club, Draft Room, Premium Seating (other than as set forth in Section 3(g)), other hospitality areas, office viewing areas, the Pavilion at Arrowhead and the Authority's offices are not a part of the Licensed Premises and may not be used (other than as set forth in Section 4(d)) by Licensee, other participants, or their agents or employees, and may and will be used for the conduct of normal business of and by AEL and the Club throughout the term of this Agreement.

(c) **Site Rules.** Licensee further acknowledges, agrees and understands that, in granting Licensee the right to utilize the Licensed Premises, AEL does not relinquish and hereby retains the right to enforce rules and regulations for the management and operation of the Stadium, the Sports Complex and all parking areas before, during and after each Game and Licensee shall comply therewith. AEL, the Club and the Authority's representatives and personnel may enter the Licensed Premises, as well as all other areas of the Stadium and Sports Complex, to perform their functions without restrictions.

(d) **Operational Plan.** At least thirty (30) days prior to the first Game Date, AEL and Licensee shall work together in good faith to prepare an operating plan for the conduction of the Games.

(e) **Public Entry; Certain Seating.** The public will not be permitted to enter the Stadium prior to the scheduled start of each Game until a time mutually agreed upon by the Parties. The public will be allowed entry into the parking lots of the Sports Complex prior to the scheduled start of each Game at a time mutually agreed upon by the Parties. Entry to the Licensed Premises on the Game Dates shall be by ticket or Game credentials only; provided, however, that all of AEL's personnel, and all production or other personnel supplied by Licensee shall be admitted entry to the Licensed Premises under a personnel pass developed and provided by AEL. Such personnel will be subject to the terms and conditions developed by AEL for such pass. Licensee shall use commercially reasonable efforts to cause the Game on Saturday, November 9, 2024 vs. Iowa State University to kick-off as early as possible due to the Club's NFL game at the Stadium on Sunday, November 10, 2024.

### 3. **Tickets and Distribution.**

(a) **Ticket Prices.** The base ticket prices for the Games shall be set by Licensee and each base ticket price shall include a Paciolian ticket fee ("PT") and will thereafter include a \$5.00 Facility Management Fee (the "FMF"), a Ticketmaster fee ("TMF"), single game ticket service charge ("SC") and sales tax ("ST"). Other than the FMF, TMF, SC and ST, which shall be retained by AEL, Licensee shall retain all revenue generated from ticket sales received from the base ticket price (including the PT) in the upper bowl, lower bowl and Club level seating (the "**Game Ticket Revenue**"). Any credit card fees or other fees will be passed through to the attendee through the TMF or otherwise, but will not reduce the base ticket price.

(b) **Ticketing.** AEL and Licensee acknowledge that the Games will be ticketed through the AEL's agreement with Ticketmaster. The Parties will cooperate to prepare and maintain all ticket manifests and records. AEL will cause Ticketmaster to present to Licensee on each Game Date a copy of the certified ticket manifest, a signed statement of the number and prices of all tickets sold in advance, together with all of the unsold pre-Game-day tickets. All seats are sold reserved with no general admission

permitted. Licensee's season ticket holders shall not be assessed add-on service fees or other add-on miscellaneous charges tied to tickets or parking passes to the extent such purchases are made through the KU Paciolan system. Licensee and AEL certify that they have worked together in good faith to create a seating location manifest and an agreeable timing for releasing tickets for public sale. Subject to existing contractual obligations, consumer consent, and applicable law, each of the Parties shall (and shall cause its ticketing partners) to share all ticketing data from the Games with each other and shall each adhere to and comply with any information security terms and conditions and data usage rights in connection therewith including as set forth in Exhibit A.

(c) **Certain Ticket Restrictions.** Licensee acknowledges that, pursuant to its Stadium Lease, the Club is required to give preference and a first option to purchase tickets for the Games at the prevailing ticket rate to individuals and businesses residing in Jackson County, Missouri (the "**JCM Residents**"). The first options are collectively referred to as the "**Pre-Purchase Options**" and the JCM Residents are collectively referred to as the "**Option Holders**". AEL shall notify the Option Holders that they must exercise their respective Pre-Purchase Options between August 26, 2024 and August 30, 2024. Any tickets not purchased by Option Holders within the Pre-Purchase Option period described above shall be released for subsequent sale to the public.

(d) **Authority's Rights.** Licensee acknowledges and agrees that, pursuant to the Stadium Lease, the Authority, its personnel and guests, shall have complimentary access to the Authority's suite in the Stadium (consisting of thirty (30) unmanifested seats) for each Games. AEL shall provide appropriate entry credentials for such users of the Authority's suite.

(e) **Complimentary Tickets.** Regardless of any contrary provisions contained herein, the Parties shall provide, issue and/or make available two-hundred fifty (250) complimentary tickets to each Game for use by AEL in sections as mutually agreed upon by AEL and Licensee.

(f) **Premium Seating.** Other than as set forth, in Section 3(g), all proceeds from the rental of Suites, sale of Suite tickets and Field Boxes will be retained by AEL. All proceeds from catering services to the Suites and Field Boxes will be retained by AEL.

(g) **Premium Seating for Licensee's Use.** AEL will make six (6) Suites available to Licensee on a complimentary basis for use in connection with each Game (the "**Complimentary Suites**"). AEL will make up to ten (10) Suites available to Licensee for sale in connection with each Game (the "**Revenue Suites**" and together with the Complimentary Suites, the "**Premium Seating Area**"). For the Revenue Suites, Licensee shall retain twenty-five percent (25%) of the Suite ticket/rental revenue with AEL retaining seventy-five (75%) of the Suite ticket/rental revenue. AEL shall not retain any ticket rental revenue for the Complimentary Suites and Licensee represents and warrants that those Complimentary Suites shall only be used for internal Licensee and KU use, including for use by the University of Kansas Chancellor, Director of Athletics, visiting Director of Athletics, etc. Licensee shall be responsible for all food, beverage and other expenses for the Complimentary Suites. For the four (4) Games, the ticket/rental revenue shall be set at Thirty-One Thousand Two hundred Dollars and No Cents (\$31,200) per Suite as a prorated portion of the annual amount paid by Licensee suite holders. The location of the Premium Seating Area for use shall be determined in AEL's reasonable discretion. AEL will provide the Complimentary Suites and Revenue Suites, but Licensee



acknowledges that they will be responsible for any and all additional costs associated with its use of the Premium Seating Area, including, without limitation, catering. Concession, food and beverage costs accrued during use of the Premium Seating Area, including, without limitation, costs for any alcohol. AEL shall retain the revenue for the suites that current Club suite holders exercise their right of first refusal to use for the proposed games (“Existing Suite Holders”).

4. **Concessions; Hospitality.**

(a) **AEL Concessions.** AEL’s designated concessionaire(s) will be solely responsible for the sale of concessions (including food, beverages and souvenirs) and operation of all concession facilities at the Stadium and within the Licensed Premises and all other areas of the Sports Complex. AEL or its designated concessionaire(s) will be entitled to retain all revenue from all concession sales. All matters relating to concession operations (including, without limitation, the number of stands and vendors, items to be sold and prices to be charged) shall be within the sole discretion of AEL. Cost of all concession workers and payroll fees shall be the responsibility of AEL’s concessionaire.

(b) **Merchandise.** AEL may sell KU and Game-related programs and merchandise at each Game through and by the Stadium’s concessionaire (the “Merchandise”). AEL or the Stadium’s concessionaire shall be responsible for all sales, accounting, withholding and payment of taxes relating to such Merchandise. AEL shall account for the sales proceeds generated from the sale of Merchandise at each Game and remit to Licensee 80% of those sales proceeds net of credit card fees, taxes, labor and staffing support, point of sale systems, tables, chairs, tents, other related equipment and the cost of bootleg security (the “Merchandise Share”).

(c) **Club Merchandise.** Licensee also acknowledges and agrees that the Club and AEL’s designated concessionaire retains and shall have the right to have the Club’s team store located at the Founder’s Entrance to the Stadium open and selling the Club’s merchandise before, during and after each Game, and the Club shall be entitled to retain all revenue therefrom.

(d) **Hospitality Areas.** AEL shall grant access to Licensee in the below listed event spaces for each Game for the purpose set forth. Tickets, passes or other requirements for entry are not permitted to be sold to these areas. Licensee is responsible for all food, beverage, and operational staffing expenses in each area.

The Huddle – High-End Donor Event  
Bud Light Locker Room – Pre- and post-Game Hosting Event  
Kingdom Club – Football Recruiting Room  
Ford Founder’s Club – Pre-Game combined University/Licensee Hosted Event

(e) **Catering; Hospitality Costs and Expenses.** Any catering services provided at the Stadium to the Licensee or its employees, agents and contractors shall be provided by AEL’s designated caterer, Levy. All catering and hospitality services shall be at the sole cost and expense of the user and shall be retained by either AEL or Levy.

5. **Sponsorships, Advertising; Media; and Field Labeling.**

(a) **Game Sponsorships.** Within the Stadium and the surrounding parking areas, Licensee shall be able to sell sponsorships and retain revenue that doesn't compete with existing exclusive sponsors of the Club including, without limitation, GEHA (Government Employees Health Association), which is a self-insured, not-for-profit association providing medical and dental plans to federal employees and retirees and their families. Licensee shall provide to AEL all proposed sponsors for the Games and AEL will determine whether any of those proposed sponsors are restricted based on existing exclusive Club sponsors. For the avoidance of doubt, this limitation does not restrict Licensee's ability to sell and maintain sponsorships and to retain the revenue to its radio and/or streaming broadcasts of the Games regardless of conflict with an existing Club exclusive sponsor. The Parties will also discuss the opportunity to co-sell sponsorships (match-up naming rights, etc.) (the "**Sponsorship Revenue**").

(b) **Stadium Advertisements.** No advertising, whether by scoreboard, poster, placard, sign, handbills, banners, audible transmission or otherwise shall be permitted anywhere in or on the Stadium without the prior written approval of AEL, which shall not be unreasonably withheld. Licensee hereby acknowledges that all existing permanent and then-existing Stadium signage and all other Stadium advertising displays shall remain unaltered and uncovered before, during and after each Game and shall be permitted to promote upcoming stadium events with in-stadium signage.

(c) **Broadcast Rights/Filming.** Licensee or its designated representative shall have the right to film, photograph, tape, record and/or broadcast (including live) (each a "**Recording**") each Game without the payment of any compensation to AEL. Neither AEL nor anyone deriving rights from or through AEL shall have any interest in any Recording, or in any ancillary right with respect to any Recording of each Game. AEL hereby grants to Licensee or its assignee the right to use the names, images and likenesses of AEL and/or Stadium in connection with any Recording or any other commercial exploitation of each Game (including other exploitations of each Game through Licensee's social media platforms) without the payment of any compensation; provided, however if a Recording does capture any names, images and likenesses of AEL and/or Stadium they will not be covered, blurred or altered in any fashion. All Recording costs are the responsibility of the Licensee.

(d) **Field Labeling.** The Parties shall mutually agree on Licensee's on-field branding opportunities (field paint, logo placement, field wraps, etc.) which will be subject to the Club's National Football League schedule, weather and field conditions.

6. **Rent, Game Expenses and Other Revenue Matters.**

(a) **Rent.** Licensee shall pay to AEL a rental fee of One-Hundred Twenty-Five Thousand Dollars and No Cents (\$125,000) for each Game for the use of the Leased Premises (the "**Rent**").

(b) **Game and Resodding Expenses.** Licensee shall reimburse AEL for third-party actual and verifiable operational expenses of each Game for each Game's Stadium operation expenses, including, without limitation, security, staffing, parking, traffic and each Game's production expenses, and any other Game-related expenses (the "**Game Expenses**"). It is estimated the Game Expenses will total between Four-Hundred



Eight-Five Thousand Dollars and No Cents (\$485,000) and Seven-Hundred Twenty-Thousand Dollars and No Cents (\$720,000) per Game, depending on attendance levels. In addition, Licensee will be solely responsible for the expense of field resodding. Notwithstanding the foregoing estimates, the resodding estimated expense is not included and would be in addition to those estimates. For the sake of clarity, the foregoing figures are only estimates and are subject to variation.

(c) **Other Revenue.** For the avoidance of doubt, AEL shall retain all other revenue from each Game not specifically addressed in this Agreement (including, without limitation, all revenue derived from or related to hospitality areas and catering).

(d) **Settlement.** AEL and Licensee will cooperate to complete, as soon as reasonably practicable following each Game, but in no event later than thirty (30) business days following each Game, a statement (the "**Settlement Statement**"), certified by a duly authorized representative of each Party, setting forth the Game Ticket Revenue, Sponsorship Revenue, the Merchandise Share, the Game Expenses, and all other items of income and expense which are the subject of this Agreement. Simultaneous with the completion of the Settlement Statement for each Game, Licensee shall pay to AEL within ten (10) business days following the completion of the Settlement Statement the Rent, the amount of the Game Expenses borne by AEL, AEL's share of the Sponsorship Revenue then held by Licensee, but owed to AEL and any costs and expenses that Licensee is otherwise responsible for herein that Licensee is to pay to AEL, including pursuant to Section 12 not already paid by AEL to Licensee net of the Merchandise Share owed to Licensee, but not yet already paid by AEL to Licensee. The Game Ticket Revenue along with the FMF, TMF, SC and ST shall be remitted to The Great Kansas City Sports Foundation (the "**KC Sports Foundation**") and the KC Sports Foundation shall distribute to the Parties the amounts owed to each pursuant to the terms of Section 3(a) of this Agreement.

(e) **Taxes.** Each Party is responsible for its own tax obligations.

7. **Services to be Provided by AEL.** AEL shall provide the below listed services in connection with each Game. Unless expressly provided herein, AEL shall have no other duty or obligation to provide services in connection with each Game.

(a) **Facility.** The Licensed Premises shall be operated and maintained in good order and operating condition by AEL for each Game on the Game Dates.

(b) **Parking.** At Licensee's expense and included in Game Expenses, AEL agrees to provide, maintain and operate the parking areas in the Sports Complex surrounding the Stadium on the Game Dates and will provide the personnel necessary for the operation of such parking areas. All receipts from parking shall be retained by AEL.

(c) **Licensee and KU Season Ticket Holder Parking.** AEL will provide to the Licensee a mutually agreed upon number of complimentary parking passes for Licensee working staff used by Licensee in connection with each Game. AEL agrees that Licensee season ticket holders shall have access to a number of red parking passes to be mutually agreed upon at a discounted rate of Thirty-Seven Dollars and No Cents (\$37) for each Game; provided the season ticket holder purchases such parking passes for each Game.

8. **Services to be Provided by Licensee.** Except for those services to be provided by AEL pursuant to the terms hereof, Licensee shall be responsible for all matters related the production, operation and conduction of each Game, including, without limitation, the following:

(a) **Game Production.** Licensee agrees to provide, arrange and pay for the conduction of each Game, including, without limitation, all on-field operations, equipment, officials, trainers, medical staff or other support personnel for each Game. All Licensee personnel shall agree to and abide by the terms of the Game-day personnel pass generated and provided by AEL.

(b) **Media Requests.** Licensee shall manage all media requests and be responsible for issuing all press credentials on each Game Date granting access to each Game. Such credentials and access passes will be subject to the terms and conditions developed by AEL for such pass.

(c) **Promotion.** Licensee shall promote each Game in the media in a manner consistent with the promotion, marketing and advertising used in connection with its other Games. Such media may include, but not be limited to, use of radio and television advertisements, print advertisements, newsletters, website promotions, multiple electronic mail transmissions to all Licensee's targeted customers. Licensee shall at all times use the title "GEHA Field at Arrowhead Stadium" when referring to the venue where each Game will be held.

(d) **Restricted Activity.** Licensee shall ensure that none of the Licensee's respective personnel shall engage in any of the following activities at the Stadium without AEL's prior written permission; (i) advertise, paint, post, or exhibit any signs, advertisements, posters or cards of any description; or (ii) engage in the sale and/or distribution of any food and/or beverage.

(e) **Team Expenses.** Licensee shall be responsible for all travel, local transportation, lodging, meal, incidental and any other expenses incurred by the Teams.

9. **Union Requirements.** Licensee shall ensure compliance with all necessary and applicable union requirements and costs of which Licensee is advised in advance in writing of, in connection with conducting each Game and shall not take any action which violates any such union requirements.

10. **Intellectual Property Rights.**

(a) **Game Promotion and Related Intellectual Property.** Licensee agrees to assume all costs and expenses arising from, and be responsible for, the use of patented, trademarked, franchised or copyrighted music, materials, images, devices, processes or dramatic rights used or incorporated in the Games or any promotional materials related to the Games other than those provided by AEL. Licensee represents and warrants that it has the right to license the name(s), photograph(s), likeness(es), audio/visual recording(s), facsimile signature(s), logo(s), and other similar promotional items and materials that are owned by, or related to, the Games, including any Teams-related individual, for use in promoting and broadcasting the Games ("**Related Intellectual Property**"). Licensee hereby grants a license to AEL and Club to use the Related Intellectual Property in connection with AEL's assistance in promotion of the Games as described herein. Subject to the terms, conditions, and limitations of the Kansas Tort Claims Act, K.S.A. 75-6101



*et seq.*, Licensee shall indemnify, defend and hold harmless the Arrowhead Indemnified Parties (as defined herein) from and against any Claims or Costs (as defined herein) in any way resulting from, or arising out of, directly or indirectly, the infringement of the Related Intellectual Property unless directly caused by Arrowhead Indemnified Parties or is the result of Arrowhead Indemnified Parties' misuse of Related Intellectual Property.

(b) **AEL and Club Intellectual Property.** Licensee further agrees that all trademarks, service marks, trade names, business names, copyrights and other similar intellectual property of AEL or the Club or any affiliated entity of the Club or AEL (collectively, "**AEL Intellectual Property**") is protected and Licensee shall not duplicate, distribute or otherwise use any of the AEL Intellectual Property in any manner or through any means other than as expressly agreed to in writing by AEL and, in all instances, subject to compliance with AEL's use guidelines.

11. **Compliance With Laws; Information Security; Data Usage.** Each Party warrants and agrees that it will comply with all applicable laws, statutes, ordinances and regulations adopted or established by any governmental body, agency or public health organization (collectively "**Laws**") and with all reasonable rules and regulations promulgated by Licensee and AEL, if any. Each Party shall ensure that its agents, employees, the participants comply with all Laws. Licensee agrees to obtain and pay for any and all necessary permits and licenses which may be applicable to the presentation, conduction or production of each Game (as opposed to those necessary for operation of the Stadium, which shall be the sole responsibility of AEL). The Licensee agrees to adhere to and comply with the information security terms and conditions and data usage rights, hereby fully incorporated in this Agreement, when accessing, using, or connecting to AEL and the Club's systems involving technical networks or infrastructure, as set forth in Exhibit A.

12. **Removal From Licensed Premises.** Licensee covenants and agrees that all materials and equipment pertinent to each Game, other than property of AEL or the Club, whether belonging to Licensee, Teams, other participants, production personnel or other persons, shall be removed from the Licensed Premises by no later than the time set forth in Section 1(c) above. Licensee covenants and agrees to restore the Licensed Premises to substantially the same condition it was prior to each Game normal wear and tear excepted. Licensee shall be responsible for all costs associated with the restoration of the Licenses Premises. AEL is hereby authorized to remove, at Licensee's sole expense, any materials and equipment remaining in the Licensed Premises after the expiration of the time set forth in Section 1(c) above.

13. **Equipment Installation and Protection of Persons and Property.**

(a) **Equipment Installation.** Licensee, at its sole cost and expense, shall (i) design, develop, implement, deliver, install, and operate all items necessary for conduction of each Game, including any staging, sound, lighting, structure, signage, effects equipment and other applicable features in accordance with the configuration parameters agreed upon by AEL and Licensee; (ii) provide or arrange for any materials necessary for the installation of those items and features set forth in Section 13(a)(i) herein; (iii) provide all items necessary which are related to Licensee's operations and responsibilities related to each Game to protect all property at or around each Game, including, without limitation, any surfaces and structures of the Stadium, the playing field, drainage systems, field irrigation systems, trees, shrubs, landscaping, pavements, roadways, structures and utilities; and (iv) arrange for any other items physically necessary for the production of each Game. No explosives, fire features, or other

hazardous materials will be used at, stored at, or transported to the Stadium or any of its immediate environs without the prior written consent of AEL.

(b) **Protection Measures.** Licensee is solely responsible for and shall provide the necessary safety and protection measures in connection with the conduction of each Game to prevent damage, injury or loss to:

- i. Persons involved in the production and operation of each Game;
- ii. Business invitees attending each Game;
- iii. Materials and equipment used in connection with the preparation of each Game, the operation of each Game or load in or load out for each Game;
- iv. All property at or around each Game, including, without limitation, those set forth in Section 12 above; and/or
- v. All property of business invitees and patrons attending each Game.

Licensee shall promptly remedy damage and loss to property referred to herein to the extent caused by Licensee, a Subcontractor, anyone directly or indirectly employed or engaged by any of them or by any person or entity for whose acts they may be liable. These obligations herein shall be in addition to Licensee's obligations under Section 14.

(c) **Subcontractors.** All contracts, orders, purchase commitments or other arrangements between Licensee and any third party, including suppliers, materialmen or laborers for the conduction of each Game (including, without limitation, the installation of any equipment for each Game and the loading and unloading of equipment related to each Game), (all such third parties are "**Subcontractors**"), shall be made by and in the name of Licensee or its agents, with AEL assuming no liability. Licensee will contract for, and be responsible for all costs and expenses related to, workers involved in setting up and removing all materials related to each Game. Licensee shall require all Subcontractors to adhere to the standards established by AEL and consult with AEL prior to taking any action related to, or that will in any way affect, the Stadium structure, its field and other surfaces, its components or environs, and shall permit AEL the right but not the obligation to request measures in order to protect the Stadium from damage.

(d) **Safety.** Each Party, with respect to those items it is responsible to provide for each Game, shall provide or perform their respective duties in a manner to prevent bodily harm to persons or damage to any property on or near the Stadium and its immediate environs. Each Party shall promptly notify the other of any accident which is related to, or which occurs at each Game that causes death, personal injury, or property damage.

#### 14. **Indemnity.**

(a) **Indemnity Obligations of Licensee.** To the extent not inconsistent with the State of Kansas Law, including but not limited to the terms, conditions, and limitations of the Kansas Tort Claims Act, K.S.A. 75-6101, *et seq.*, Licensee hereby agrees to protect, indemnify, defend and hold harmless AEL, the Club, the National Football League, the



Royals, the County, and the Authority, and each of their respective past, present, or future parent entities, subsidiaries, affiliated or related persons or entities, owners, shareholders, partners, members, managers, trustees, elected officials, directors, officers, agents, servants, employees, representatives, consultants, insurers, sponsors and each of their successors and assigns (the “**Arrowhead Indemnified Parties**”), from, against and with respect to any losses, costs, damages, expenses, claims, suits, liabilities, judgments and settlements resulting from: (i) any negligent acts or omissions of Licensee, Subcontractors, or any participants and/or each of their directors, officers, employees, agents, contractors, or servants or anyone for whose acts Licensee, Subcontractors or the participants may be liable, in connection with the performance of Licensee’s obligations under this Agreement, (ii) any activity undertaken by Licensee under or related to this Agreement, including but not limited to, the promotion of each Game as required by this Agreement; (iii) any activity undertaken by AEL which utilizes any materials, content or other items provided by Licensee, including but not limited to the printing, sale and distribution of tickets and the use of any Licensee content during each Game; (iv) a violation of any Laws (as defined in Section 11) or the rights of any third party with respect to any Licensee content; or (v) any breach by Licensee of this Agreement. In addition, without limiting the generality of the foregoing, and to the extent not inconsistent with the State of Kansas Law, including but not limited to the terms, conditions, and limitations of the Kansas Tort Claims Act, K.S.A. 75-6101, *et seq.*, Licensee hereby agrees to indemnify, defend and save harmless the Arrowhead Indemnified Parties against and in respect of any and all losses incurred by the Arrowhead Indemnified Parties incident to or arising out of any failure by Licensee to make any payment and/or withholding of taxes and/or assessments required to be made by Licensee in connection with this Agreement. In claims against any of the Arrowhead Indemnified Parties by an employee of the Licensee, Subcontractors, or any entity or person directly or indirectly employed by them or any person or entity for whose acts they may be liable, the obligations under this Section or any other provision providing for indemnification of the Arrowhead Indemnified Parties shall not be limited by a limitation on amount or type of damages, compensation, or benefit payable by or for Licensee, Subcontractors or any entity or person employed by them or any person or entity for whose acts they may be liable under workers’ compensation acts, disability acts or other employee benefit acts.

(b) **Indemnity Obligations of AEL.** AEL hereby agrees to protect, indemnify, defend and hold harmless Licensee, the University of Kansas, the Kansas Board of Regents and each’s past, present, or future trustees, directors, officers, agents, servants, employees, representatives, consultants, insurers, sponsors and each of their successors and assigns (the “**Licensee Indemnified Parties**”), from, against and with respect to any losses, costs, damages, expenses, claims, suits, liabilities, judgments and settlements resulting from: (i) any negligent acts or omissions of AEL, any subcontractor of AEL, and/or each of their directors, officers, employees, agents, contractors, or servants or anyone for whose acts AEL, or a subcontractor of AEL may be liable, in connection with the performance of AEL’s obligations under this Agreement, (ii) any activity undertaken by AEL under or related to this Agreement, including but not limited to, the promotion of the Games or the sale of any advertising or sponsorship for the Games; (iii) a violation of any Laws by AEL; or (v) any breach by AEL of this Agreement. In claims against any of the Licensee Indemnified Parties by an employee of AEL, a subcontractor of AEL, or any entity or person directly or indirectly employed by them or any person or entity for whose acts they may be liable, the obligations under this Section or any other provision providing for indemnification of the Licensee Indemnified Parties shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable



by or for AEL, a subcontractor of AEL or any entity or person employed by them or any person or entity for whose acts they may be liable under workers' compensation acts, disability acts or other employee benefit acts.

**15. Liability Insurance.**

(a) **Commercial General Liability Insurance.** Licensee shall procure and maintain and shall cause its Subcontractors to procure and maintain an occurrence-based commercial general liability insurance policy for the Games ("CGL") at their own expense. The monetary limits of such CGL coverage shall not be less than Five Million Dollars (\$5,000,000) per occurrence and Fifteen Million Dollars (\$15,000,000) in the aggregate. If the monetary limits of Licensee's CGL coverage do not apply separately to each Game, Licensee shall secure the required CGL coverage from the date of this Agreement and for a period of at least two (2) years from the date of the last Game. The CGL insurance required herein shall cover claims and liability in connection with or resulting from Licensee's operations and activities under this Agreement, for personal injuries, sickness, disease, death or damage to property of others, including loss of use resulting therefrom, arising out of operations or activities of Licensee, its Subcontractors, the participants or by any agent of any of them or anyone directly or indirectly employed by any of them. Such CGL policy shall not contain any participant liability exclusions. The Arrowhead Indemnified Parties shall be endorsed as "additional insureds" under the CGL policy. Licensee waives all rights against the Arrowhead Indemnified Parties for recovery of damages to the extent those damages are covered by the CGL policy required hereunder, including deductibles or self-insurance.

(b) **Workers' Compensation Insurance.** Licensee shall, at its own expense, procure and maintain workers' compensation insurance in an amount not less than is required by applicable state Law. Such workers' compensation insurance, if commercially insured shall include an "all states" or "other states" endorsement and shall include employers' liability coverage in an amount not less than One Million Dollars (\$1,000,000). Licensee waives all rights against the Arrowhead Indemnified Parties for recovery of damages to the extent those damages are covered by the employers' liability coverage required hereunder, including deductibles or self-insurance. The Arrowhead Indemnified Parties shall be endorsed as an "additional insureds" under the workers' compensation policy.

(c) **Automobile Liability Insurance.** Licensee shall, at its own expense, procure and maintain automobile liability insurance, which shall protect Licensee against any and all claims for all bodily injuries and property damage arising from the use of automobiles, trucks and motorized vehicles, in connection with the performance of Licensee or its Subcontractors under this Agreement, and shall cover operation at or away from the Stadium of all motor vehicles licensed for highway use whether they are owned, non-owned or hired. Such insurance shall include contractual liability coverage and shall provide coverage on the basis of the date of any accident. The monetary limits of the automobile liability policy shall not be less than One Million Dollars (\$1,000,000). The Arrowhead Indemnified Parties shall be endorsed as an "additional insureds" under the automobile liability policy.

(d) **General Requirements.** The insurance coverages required under this Section shall be subject to the following general requirements:



i. Other than those insurance coverages that may be self-funded, the insurance carrier must be admitted and duly licensed in the State of Missouri and must have policyholder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, latest edition in effect as of the date of this Agreement.

ii. Licensee shall provide AEL a Certificate of Insurance or evidence of the self-funding program. All certificates shall be executed by a duly authorized agent of each of the applicable insurance carriers. Failure of AEL to demand certificates or evidence of insurance coverages required herein, approval by AEL of such certificates or failure of AEL to identify a deficiency from evidence that is provided by Licensee shall not be construed as a waiver of Licensee's obligations to maintain the insurance required herein.

iii. The additional insureds shall have no liability for any deductibles or self-insured retentions in the required policies, which shall be and remain the responsibility of Licensee. The obligation to satisfy any deductible or any self-insured retention, whether or not a condition precedent to coverage under the policy, shall be the obligation of Licensee.

iv. All insurance required hereunder shall provide that the insurer's cost of providing the insureds a defense and appeal, including attorneys' fees, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's separate responsibility.

v. If Licensee fails to maintain the insurance required under this Section, AEL shall have the right, but not the obligation, to purchase said insurance at Licensee's expense after notice to Licensee and a reasonable opportunity to cure before each Game. If AEL is damaged by Licensee's failure to maintain the insurance required under this Section, Licensee shall bear all reasonable costs properly attributable to such failure. Compliance with insurance requirements shall not relieve Licensee of any responsibility to indemnify, defend and hold harmless AEL and/or any of the Arrowhead Indemnified Parties from any Claims or Costs as set forth in Section 14.

vi. AEL reserves the right to prohibit the Games until evidence of such insurance required by this Section is provided. In addition, AEL may terminate this Agreement if Licensee fails to secure and maintain the insurance coverages required herein, such failure shall be considered a breach of this Agreement.

vii. If Licensee's liability policies do not contain a standard separation of insured provision, such policies shall be endorsed to provide cross-liability coverage.

viii. By requiring the insurance set forth herein, AEL does not represent or warrant that such coverages and limits will necessarily be adequate to protect Licensee. Compliance with the insurance requirements herein shall not relieve Licensee of any responsibility, to defend and indemnify the Arrowhead Indemnified Parties from any claim or liability as specified in any other provision of this Agreement, and AEL shall be entitled to pursue any remedy in law or equity

if Licensee fails to comply with the contractual provisions of this Agreement. The insurance coverages Licensee is required to provide hereunder shall support, but shall not limit Licensee's indemnifications obligations set forth herein. The defense and indemnity obligations specified in Section 14 shall not be negated or reduced by virtue of any insurance carrier's (1) denial of insurance coverage for the occurrence or event which is the subject matter of the claim; or (2) refusal to defend any named insured.

(e) **Property Insurance Coverages.** Licensee shall purchase and maintain property insurance on all of Licensee's property utilized to set-up, stage, conduct, produce, present and tear-down each Game. If there are any deductibles applicable to the insurance required by this Section, Licensee shall pay any part of a loss not covered because of the operation of such deductibles.

**16. Termination by AEL.** In addition to other rights and remedies afforded to AEL under this Agreement or by Laws, AEL may terminate this Agreement if:

- (a) Licensee fails to make any payment required by this Agreement;
- (b) Licensee fails or is unable to comply with or disregards any Laws or orders of a public authority having jurisdiction;
- (c) Licensee fails to procure any insurance coverage required by this Agreement or fails to provide AEL or evidence of the procurement of such insurance coverages as set forth in Section 15 above;
- (d) Licensee violates in any substantial way any provision of this Agreement;
- (e) Licensee becomes insolvent;
- (f) Licensee admits it is unable to pay its debts as they become due;
- (g) There is a filing by or against Licensee seeking liquidation or dissolution of Licensee;
- (h) A receiver, trustee or liquidator of Licensee is appointed; or
- (i) There is a material adverse change with respect to Licensee which would adversely affect the ability of Licensee to comply with its obligations under this Agreement.

When any of the above reasons exist, AEL may, without prejudice to any other rights or remedies of AEL, terminate this Agreement by delivery of a written notice of termination to Licensee. The termination of this Agreement pursuant to this Section 16 shall not impact in any way the obligations of Licensee to pay or reimburse AEL for any of the payments to AEL as set forth herein.

**17. Weather Related Issues.** In the event that AEL determines the weather conditions on a Game Date have become severe enough to create a risk of significant damage to the playing field or other facilities at the Stadium or any threat to public safety, individuals present at a Game, and/or the Stadium and related facilities, then the parties shall discuss in good faith (in consultation



with the Big 12 Conference) regarding (i) postponing such Game Date to the day following such Game Date, (ii) postponing to a future date agreeable to the Parties, or (iii) canceling such Game.

If a Game is postponed, the Parties shall work together in good faith to continue with the conduction of such Game after the threat of public safety or risk of damage no longer exists. Licensee recognizes that the risk of damage to the playing field includes, but is not limited to, risk of damage to the playing field that would result in the playing field being unsuitable or unsatisfactory to the Club to host a National Football League (“NFL”) game taking into consideration any applicable NFL standards or recommendations. AEL shall endeavor to provide notice as soon as reasonably practical after its determination that a game should be postponed or cancelled and neither Party will have any liability for damages, if any, attributable to the postponement or cancellation of such Game. If such Game is held in inclement weather conditions or conditions that cause significant damage to any part of the Licensed Premises, then any additional costs to return the Licensed Premises to its condition prior to such Game shall be the responsibility of Licensee.

**18. Cancellation.** If a Game is cancelled for any reason not attributable to the negligence of AEL, including cancellation due to inclement weather as determined in Section 17 if such Game can't be rescheduled or cancellation due to any Law prohibiting the conduction of such Game, including, without limitation, whether due to any communicable disease, Licensee shall reimburse AEL for all actual and verifiable costs and expenses relating to the preparation for, marketing and promotion of such Game and any other cost or expense caused by such cancellation incurred between the execution of this Agreement through the date of cancellation of such Game. Payment and refunds of all amounts due to AEL or Licensee under this Section shall be made by Licensee to AEL or Licensee within fifteen (15) days of the cancellation of such Game. Licensee will work together with AEL to ensure all unused paid estimated expenses are refunded to Licensee and Licensee will work to make sure that all actual costs and expenses relating to the preparation for, marketing and promotion of such Game and any other cost or expense caused by such cancellation incurred are refunded to AEL. Licensee shall be responsible for all costs associated with ticket refunds for such Game under this Agreement. In the event of cancellation under this Section, Licensee shall not be entitled to any amounts set forth in this Agreement. In the event a Game is cancelled due to inclement weather, the Parties shall work to reschedule such Game taking into consideration other events scheduled at the Sports Complex.

**19. Successors and Assigns; Change of Control.** Neither this Agreement nor any right or obligation hereunder may be assigned or otherwise transferred by Licensee or by operation of law without the prior written consent of AEL. Any assignment in violation of this Section 19 shall be void *ab initio*. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of AEL and upon the successors and permitted assigns of Licensee.

**20. Authority.** Each Party represents and warrants that it has the right to enter into this Agreement, and to perform its respective obligations herein required, and to grant the rights so granted.

**21. Force Majeure.** The failure of either Party to perform their respective obligations on account of an event beyond their reasonable control, including, without limitation, accident, an act, order, prohibition or regulation of a public authority or public health organization (including without limitation, acts, orders, prohibitions or regulations from the Centers for Disease Control, or global, national, Missouri or local governmental authorities, related to any communicable disease), fire, riot or civil commotion, lockout or strike or other labor dispute, climate conditions, natural disaster, terrorist acts (or the reasonable anticipation thereof), acts or declarations of war (or the reasonable anticipation thereof), disease, epidemic, pandemic, substantial interruption in, or



substantial delay or failure of, technical facilities or utilities, failure, closure or substantial delay of necessary transportation services, war conditions, emergencies, or acts of God (each a “**Force Majeure Event**”) shall not constitute a breach of this Agreement by such Party, it being understood, however, that such Party shall make commercially reasonable efforts to cure such failure upon the cessation of such Force Majeure Event. To the extent that the Stadium and related facilities are fully operational and can be prepared to host a Game, the Parties shall use commercially reasonable efforts to reschedule such Game taking into consideration other events scheduled at the Sport Complex. If a Game is cancelled due to a Force Majeure Event and regardless of whether such Game can be rescheduled, no Party shall be liable to the other for failure to perform its respective obligations under this Agreement, except as set forth in Section 17 and Section 18.

22. **Relationship; No Agency or Joint Venture.** The relationship between AEL and Licensee is that of licensor and licensee. This Agreement shall not be deemed or construed to create an agency relationship nor a joint venture between AEL and Licensee.

23. **Improvement Projects.** The Parties understand that, in certain instances, the Stadium may undergo construction or other improvements at the direction of the Authority or the Club. In the event that any such construction or improvements may be undertaken and be ongoing at any time within thirty (30) days prior to a Game, and it is anticipated that such constructions or improvements will not be completed by such Game Date and could materially and adversely impact the conduction and production of such Game, AEL will inform the Licensee of such information. In the event that Licensee believes that such construction or improvement would materially and adversely impact the conduction and production of such Game, then Licensee shall so notify AEL and the Parties shall work together to reschedule such Game Date (subject to the schedule for other events to occur in the future at the Sports Complex). Upon agreement by AEL and Licensee, such rescheduled date shall become the new “Game Date” for purposes of Section 1(a) hereof.

24. **Entire Agreement.** This Agreement and the exhibits attached, expresses the entire understanding of the Parties and replaces any and all former agreements, understandings, representations or warranties, whether written or oral, relating to the subject matter hereof, and each of the Parties acknowledge that it has not executed this Agreement in reliance upon any promise, representation or warranty not expressly set forth herein.

25. **Amendments.** This Agreement may not be amended, either orally or in writing, other than by a writing signed by each of the Parties.

26. **Notices.** All notices, demands and communications required or permitted under this Agreement shall be in writing and served or delivered in person (by hand or by messenger), shall be sent by electronic mail or shall be sent by regular or certified mail, return receipt requested or U.S. Postal Service Express Mail or FedEx, UPS or other similar recognized private overnight delivery service, prepaid. Notice given as provided herein shall be deemed to have been given on the date it was received as evidenced by signature, or date of first refusal, if that be the case or, in the case of electronic mail the date it was sent. Notice hereunder shall be addressed to the parties at the addresses set forth below. Either Party may change the address at which it receives notices by notifying the other Party of such change in the manner provided herein.



AEL: Arrowhead Events, LLC  
Attn: Mr. Mark Donovan, President  
3<sup>rd</sup> Floor, Training Facility  
One Arrowhead Drive  
Kansas City, MO 64129  
E-mail: mdonovan@chiefs.nfl.com

With copies to: Terry Kilroy  
Polsinelli PC  
900 West 48<sup>th</sup> Place, Suite 900  
Kansas City, MO 64112  
E-mail: tkilroy@Polsinelli.com

Daniel B. Adams  
Polsinelli PC  
One International Place, Suite 3900  
Boston, MA 02110  
E-mail: dadams@polsinelli.com

Licensee: Kansas Athletics, Inc.  
Jason Booker  
Deputy Director of Athletics  
for External Revenue Generation  
Lawrence, KS 66045  
E-mail: jason.booker@ku.edu

27. **Confidentiality.** Except as required by Law, AEL and Licensee agree to keep the terms of this Agreement confidential. Neither the terms of this Agreement nor a copy of this Agreement shall be disclosed to any third party, in whole or in part, without the prior express written consent of the other Party, unless required by operation of law or court order. Should such disclosure be required by Law or court order, the Party making such disclosure shall notify the other Party in writing upon learning of the request of demand for disclosure, unless expressly prohibited from doing so. Any release of sales numbers with respect to a Game, advertisement, solicitation, public announcement of the existence of this Agreement or the terms of the relationship created hereby, must be approved by both Parties in writing prior to release. The Parties agreed to announce the Games in a previously issued press release approved by both Parties. Licensee acknowledges that AEL will assert all protections permitted by Law to deem the Agreement's terms as trade secrets. The foregoing shall not restrict in any respect the Parties' ability to communicate information concerning this Agreement to the Parties' respective Representatives, including without limitation, the KC Sports Foundation. As a wholly controlled affiliate of the University of Kansas, Licensee's contractual agreements are generally public record. Accordingly, no provision of this Agreement shall restrict Licensee or the University of Kansas' ability to produce this Agreement in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 *et seq.*).

28. **Third Parties.** The University of Kansas is an intended third-party beneficiary and may enforce the terms and conditions as if it were a party to the Agreement. Nothing contained herein shall be deemed to create any other contractual relationship between AEL and any other third-party, and nothing in this Agreement shall give any other third-party any claim or cause of action against AEL.

29. **Non-Waiver.** Waiver of any provisions of this Agreement or any breach of this Agreement shall not thereafter be deemed to be consent by the waiving Party to any further waiver, modification or breach by the other Party, whether new or continuing, or of the same or any other covenant, condition or provision of this Agreement. Failure by one of the Parties to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

30. **Time is of the Essence.** The Parties acknowledge and agree that time and exact performance are of the essence of this Agreement.

31. **Written Documents.** The Parties agree to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of the Agreement.

32. **Headings.** The headings of the Sections of this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement.

33. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement.

**[Signature Page to Follow]**



IN WITNESS WHEREOF, AEL and Licensee have executed this Agreement in multiple counterpart copies, each of which shall be deemed an original but constitute one and the same instrument, effective as of the date first set forth above, regardless of the execution dates.

**ARROWHEAD EVENTS, LLC**

By: [Redacted]  
Name: Mark Donovan  
Title: President

**KANSAS ATHLETICS, INC.**

By: [Redacted]  
Name: Travis C. Gott  
Title: Director of Athletics

Acknowledged and Approved by:

**THE GREATER KANSAS CITY SPORTS  
FOUNDATION**

By: [Redacted] 9/26/2024  
Name: Kathy Nelson  
Title: President & Chief Executive Officer

By: [Redacted]  
Name: Douglas A. Girod  
Title: Chairman of the Board  
for Kansas Athletics, Inc.

**EXHIBIT A**  
**INFORMATION SECURITY TERMS**

**1. Confidentiality.**

- a. **General.** Both Parties shall maintain all Confidential Information in all forms (including, without limitation, paper and electronic form) in strictest confidence, using measures not less stringent than those that the Parties uses for their own most confidential or sensitive information, and in any case, not less than a reasonable standard applicable to the type of information at hand, and no less than the measures identified in these Information Security Terms.
- b. **Applicable Laws.** In addition to the obligations that Licensee might have under these Information Security Terms, or any other agreement between the Parties, Licensee shall comply with all applicable privacy and data protection laws.
- c. Each Party shall access, use and disclose Confidential Information only when it is necessary to perform its obligations under an Event License Agreement or these Information Security Terms. Neither Party shall disclose Confidential Information, other than to Agents who (a) need such access to assist in the performance of these Information Security Terms or the applicable Event License Agreement; (b) have agreed in writing to be bound by a duty of confidentiality no less protective to the Confidential Information than as set forth in this section; and (c) have received appropriate training in the protection of Data.
- d. Upon the termination of the Event License Agreement or upon AEL and the Club's request, whichever occurs first, the Parties shall (i) immediately cease to access and use all Confidential Information of the other Party as requested, or, if due to termination or expiration of a Event License Agreement, cease to access and use the Confidential Information received pursuant to, or in connection with, the terminated Event License Agreement, (ii) return to the other Party, or permanently and irretrievably delete, such Confidential Information and all copies thereof (including, but not limited to Archived Data and back-ups) within ten (10) days of such termination or expiration or request, and (iii) upon request, certify in writing to the other Party that it has complied with its obligations set forth in this section. To the extent that any Confidential Information is contained in Archived Data and return or destruction of the same according to this section is unduly burdensome, a Party shall not retain the Archived Data longer than as is required under applicable law and shall apply all protections set forth herein with respect to Confidential Information to such Archived Data.

- 2. Ownership.** As between AEL and the Club and Licensee, all Confidential Information in all forms (including paper and electronic) shall be the exclusive property of the providing Party. The providing Party shall own all right, title and interest, including without limitation, all patent, copyright, trademark, trade secrets, and all other proprietary rights, licensing rights and privacy rights in and to Confidential Information, and any derivatives, modifications, improvements, enhancements and compilations thereof provided to the other Party. Each Party reserves all rights not specifically granted or licensed in these Information Security Terms or in the Event License Agreement with respect to Confidential Information. A Party shall not use, disclose, sell, assign, loan, lease, dispose of, encumber or Commercially Exploit (or authorize third parties to do so) any Confidential Information of the other Party for any purpose other than as agreed to in writing. Neither Party (including any division, subsidiary or affiliate) shall be permitted to have access to, or use of, Confidential Information, or data or information derived from Confidential Information,



except as required by law, other than as strictly required for its performance under these Information Security Terms.

3. **Injunctive Relief; Litigation Assistance.** Each Party acknowledges that monetary remedies may be inadequate to protect each party's rights hereunder and that, in addition to legal remedies otherwise available, injunctive relief may be an appropriate remedy to protect such rights. The Parties agrees, in addition to its other rights and remedies, each shall be entitled to seek an injunction to prevent a breach or threatened breach of these Information Security Terms. Any such injunction shall be additional to other remedies available to each Party at law or in equity. The Parties shall provide assistance and cooperation upon the reasonable request of the other Party in connection with any action against third parties to protect the Confidential Information.
4. **Conflicts.** In the event of a conflict between these Information Security Terms, the relevant Event License Agreement, and/or the Data Processing Agreement or other agreement between the Parties, the provision(s) that provides more protection, grants more rights, or otherwise is more favorable to the protection of Data shall control. These Information Security Terms represent the fundamental information protection standards required for entry into a Event License Agreement(s). Therefore, any breach of these Information Security Terms shall be deemed a breach of the underlying Event License Agreement(s).

**Internal Review and Audit Report.** Upon request, each Party shall provide to the other a copy of the report on controls within Licensee's organization and systems under standards established by an authorized or recognized standard setting organization (such as the International Auditing and Assurance Standards Board, Statement on Standards for Attestation Engagements (SSAE) No. 16 (SOC 1, 2, or 3)).

5. **Compliance Audit.** Each Party shall have the right, at its expense, during normal business hours and with reasonable advance notice, to ensure compliance with the terms and conditions of these Information Security Terms. Each Party shall have the right to conduct such audit by use of its own employees and internal audit staff, or by use of outside consultants and auditors. The Parties shall cooperate with and provide reasonable assistance to each other and provide all pertinent books and records and other information reasonably requested by the other Party in connection with such audit at no additional cost. Neither Party is obligated to divulge any trade secrets or proprietary information (e.g., Licensee's subcontractors, or other AEL and the Clubs of Licensee) except to the extent necessary to satisfy the purpose of the audit contemplated by this section, and in no event shall either Party be obligated to divulge any trade secrets or proprietary information to any of its direct competitors or the affiliate of such competitor. The Parties agrees that with respect to any confidential information of the other Party received in connection with such audit, the receiving Party, its employees, and its outside consultants and auditors shall be subject to the same confidentiality obligations as set forth herein, to the extent applicable.
6. **Authorization and Training.** Each Party shall implement and maintain procedures to ensure that any Agent who accesses the other Party's Confidential Information has appropriate training, clearance, authorization, and supervision commensurate with the level of access granted to such Agent. Each Party shall only access Confidential Information that the other Party expressly authorizes in writing. Each Party shall impose reasonable sanctions or corrective actions, in accordance with all legal and regulatory requirements, against any Agent who attempts to bypass or circumvent any security controls, policies and/or procedures which are designed to protect Confidential Information.

7. **Responsibility for Agents.** Each party shall require all Agents who have access to Confidential Information to sign a written document or be subject to obligations on the Agent that are consistent with, and no less stringent than, those obligations placed on that Party by this Agreement. Each Party shall remain fully liable to the other Party for the acts or omissions of Agents for any breach of obligations hereunder.
8. **Record Keeping and Duration of Processing.** Each Party shall keep all Audit Logs, other logs, records, reports, and Archived Data required under these Information Security Terms and/or by applicable law during the Term.
9. **Data Breach Notification.** Each party shall notify the other of any Data Breach without undue delay, but in any case within two (2) calendar days of actual knowledge or reasonable belief (whichever is earlier) that such breach has occurred, (“Breach Notice”) by sending an email to ServiceDesk@chiefs.nfl.com or to jason.booker@ku.edu. The Breach Notice should describe, to the extent reasonably known, the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that the applicable Party can properly notify those individuals whose information was compromised and comply with other notification obligations that may apply. The applicable Party shall periodically update the information contained in the Breach Notice and reasonably cooperate with the other Party in connection with its effort to mitigate the damage or harm of such breach.
10. **Response to a Security Incident or Data Breach.** In the event of an actual or suspected Data Breach, the applicable Party shall promptly take all reasonable corrective actions, and shall cooperate fully with the other Party in all reasonable efforts to mitigate the consequences, correct the applications and systems, reduce the risk of occurrence of a Data Breach in the future, and assist the other Party upon request in complying with the applicable Party’s notification obligations regarding Data Breaches as required by Data Protection Laws.
11. **Remote Access.** All Remote Access to systems on AEL and the Club’s Network or software that is remotely controlled or system hosting Data must be reviewed and approved in writing and in advance by AEL and the Club, and must be configured to configuration requirements as specified by AEL and the Club. Licensee shall not allow for Remote Access from untrusted networks by default. Each Agent who uses a remote support solution shall be required to have a unique ID and Licensee shall keep an Audit Log of all such access.
12. **Definitions.**
  - **“Affiliates”** as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity.
  - **“Agent”** means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Licensee, whether under oral or written agreement, whether an individual or entity as well as any tool or other similar application used by Licensee or any of the foregoing.
  - **“Archived Data”** means information that is retained solely for archival and back-up purposes in accordance with Licensee’s archival policies and applicable laws.



- **“Audit Log”** means a time-based record of system activities to enable the reconstruction and examination of the sequence of events and/or changes in an event, including without limitation, who accessed a system and what operations the person has performed during a given period of time.

- **“Authentication Credentials”** means information that controls access to other information, including but not limited to: passwords, SecurID PINs, and encryption keys (excluding public certificates).

- **“Commercially Exploit”** means and includes, without limitation, developing information, statistics, compilations, summaries, surveys, abstracts, analytics, or combinations with or matches against other data, for use by anyone other than AEL and the Club, whether or not for financial gain.

- **“Confidential Information”** means any Data and other information related to the business of either Party, its Affiliates, or any licensor of that Party and/or its Affiliates, including, but not limited to, Personal Data and Sensitive Data. Except for Personal Data and Sensitive Data, which at all times shall remain Confidential Information, Confidential Information does not include information that: (a) is now or hereafter in the public domain through no fault of Licensee; (b) prior to disclosure, is known or within the rightful possession of Licensee without a duty of confidentiality; or (c) subsequent to disclosure, is rightfully received from a third party who has the right to disclose such information with no restriction on further disclosure.

- **“AEL and the Club Infrastructure”** means any information technology system, virtual or physical that is owned, controlled, leased, or rented by or its affiliates, and that resides on or outside AEL and the Club’s Network.

- **“AEL and the Club Network”** means any non-public Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by AEL and the Club or its Affiliates.

- **“Data”** means: (a) all data and information either Party provided to the other, made accessible by the providing Party, or to which providing Party has access or that Licensee retrieves or collects during the course of performance of these Information Security Terms or the Event License Agreement; (b) all archives, derivatives, summaries, abstracts, compilations, combinations with other information, modifications or manipulations of the foregoing data or information, aggregated information, de-identified information, data sets, subsets, and the like related to, or derived from such data or information; and (c) all reports generated by or provided by Licensee. For the avoidance of doubt, Data is Confidential Information.

- **“Data Breach”** means any actual or suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data or Sensitive Data transmitted, stored or otherwise processed.

- **“Data Protection Laws”** means (a) any and all state, federal and local United States privacy laws, and (b) all other applicable laws from time to time relating to the processing of Personal Data, Sensitive Data, and privacy including (where applicable) (i) the General Data Protection Regulation (EU) 2016/679 of the European Parliament; (ii) the UK Data Protection Act 2018, the United Kingdom General Data Protection

Regulation, and (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; each of which shall include any applicable legislation as amended or re-enacted from time to time and with all applicable regulations and guidance notes issued by any regulatory authority in respect of the same.

- **“Encrypt”** or **“Encrypted”** means the process of transforming information (referred to as plaintext) using an algorithm (cipher) to make the information unreadable except to those possessing special knowledge, usually referred to as a key.

- **“Information Security Incident”** means an event or occurrence that results, or in a Party’s reasonable judgment may result, in harm or damage to a system or data or unauthorized access or disclosure of data or information that has or had a potential to affect the other Party or Confidential Information.

- **“Personal Data”** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- **“Process”** has the meaning ascribed to it in the Data Protection Laws.

- **“Remote Access”** means the connectivity from a network outside the Party’s network.

- **“Sensitive Data”** means any of the following information: Social Security numbers, government issued identification number (e.g., driver’s license or passport number), individually identifiable health data, cardholder data, account number, card number or user ID in combination with any required security code, access code, PIN or password that would permit access to an individual’s financial account, human resources files, Authentication Credentials, any information that is protected under Data Protection Laws or the laws of any of the state or US territories that requires the disclosure to affected parties of a breach of security, Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sex life or sexual orientation, as well as Personal Data relating to criminal convictions and offences or related security measures.