



Commonwealth of Kentucky

PURCHASE ORDER

Document Number PO 040 2500001723 **Version:** 1

Record Date:

Document Description: Better Without It campaign

Cited Authority: FAP111-10-00-08
Other Commodities, Services & Equipment available from only

Reason for Modification:

Issuer Contact:	Ship To:	Bill To:
Name: Michelle Lacy	Opioid Abatement Commission	Office of the Attorney General
Phone: 502-696-5615	1024 Capital Center Drive, Suite 200	1024 Capital Center Dr, Suite 200
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Vendor Name:	Vendor No.
LEARFIELD COMMUNICATIONS INC	KY0029290
LASEP	Vendor Contact
PO BOX 843038	Name: Jason Sucher
	Phone: 502-852-5313
	E-mail: jsucher@louisvillesportsproperties.com

Effective From: 2024-10-21 **Effective To:** 2025-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Better Without It campaign	\$0.000000	\$260,000.00	\$260,000.00

Extended Description:

To conduct the Better Without It youth-focused prevention campaign via University of Louisville and Western Kentucky University sports and campus venues.

TOTAL ORDER AMOUNT:	\$260,000.00
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BETTER WITHOUT IT MEDIA CAMPAIGN

BETWEEN

THE COMMONWEALTH OF KENTUCKY

OFFICE OF THE ATTORNEY GENERAL

AND

**LEARFIELD COMMUNICATIONS
PO BOX 843038
KANSAS CITY, MO 64184-3038**

This Purchase Order (PO) is entered into, by and between the Commonwealth of Kentucky, Office of the Attorney General (“the Commonwealth”) and Learfield Sub, LLC d/b/a Learfield Communications (“the Contractor”) to establish a contract for the execution of a media campaign, known as Better Without It (BWI) through sporting events and campus engagement involving the University of Louisville and Western Kentucky University. This contract is effective from October 21, 2024 through June 30, 2025.

The Commonwealth and Contractor agree to the following:

Scope of Contract

The Office of the Attorney General (OAG) enters into this contract for the purpose of conducting the Better Without It youth-focused prevention campaign via University of Louisville and Western Kentucky University sports and campus venues.

The BWI campaign is a targeted education and marketing campaign aimed at ages 13-26. College students are a primary focus of this campaign, which aims to promote healthy choices that prevent substance misuse.

Learfield Sub, LLC d/b/a Learfield Communications has developed a comprehensive campaign that includes sports-venue promotion, exposure in campus facilities heavily used by students, radio interviews and ads, digital and video advertising opportunities, and email communications with students.

The benefits to the OAG are detailed in attachment A.

Properties where this campaign will be seen include:

- # University of Louisville (“Louisville”)
- # University of Louisville – (“Louisville Campus”)
- # Louisville Arena Sports & Entertainment Properties at KFC YUM! Center (“LASEP”)
- # Western Kentucky University (“Western Kentucky”)

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This agreement will continue from the start of the contract date to the completion of the fiscal year on June 30, 2025.

Pricing

Campaign total = \$-260,000.00 which covers all deliverables outlined in Exhibit A from Learfield.

Payment shall be made to Learfield upon receipt of invoice as approved by the Kentucky Opioid Abatement Advisory Commission designated staff in accordance with the following schedule:

1. \$86,667.00 on November 1, 2024
2. \$86,667.00 on January 1, 2025
3. \$86,666.00 on March 1, 2025

Invoices for payment shall be submitted electronically to OAG.Purchasing&Contracts@ky.gov.

Invoices shall contain, at a minimum, the following information:

1. Contract number
2. Unique invoice number
3. Detailed description of service as categorized in Exhibit A, including dates for services performed and other relevant information.

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TERMS AND CONDITIONS

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

Whereas, the second party, the Contractor, is available and qualified to perform such function; and

Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract.

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

2.00 Choice of Law and Forum

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

3.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

4.00 Cancellation

The Commonwealth shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

5.00 Funding Out Provision

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

6.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts.

If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

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7.00 Authorized to do Business in Kentucky

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010: to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030:

<https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=40424> **therefore, foreign entities should submit a copy of their certificate with their solicitation response.**

If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010: <https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=44318>, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070: <https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=50474>

Businesses can register with the Secretary of State at:
<https://www.sos.ky.gov/bus/business-filings/Pages/default.aspx>

8.00 Travel expenses, if authorized

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

9.00 Other expenses, if authorized herein

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

10.00 Purchasing and specifications

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

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11.00 Conflict-of-interest laws and principles

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

12.00 Campaign finance

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

13.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

14.00 Protest

Pursuant to KRS 45A.285, the Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective vendors in connection with the solicitation or selection for award of a contract.

Any actual or prospective vendor, who is aggrieved in connection with the solicitation or selection for award of a contract, may file protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and, in any event, within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

Holly M. Johnson, Secretary

Commonwealth of Kentucky
 Finance and Administration Cabinet
 Office of the Secretary
 200 Mero Street, 5th Floor
 Frankfort, KY 40622

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing.

A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

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The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

15.00 Social Security

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42

U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

16.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

17.00 Discrimination

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment,

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upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

21.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

The contractor represents that, pursuant to [KRS 45A.485](#), they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

[KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)

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[KRS Chapter 139](#) (SALES AND USE TAXES)
[KRS Chapter 141](#) (INCOME TAXES)
[KRS Chapter 337](#) (WAGES AND HOURS)
[KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
[KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)
[KRS Chapter 342](#) (WORKERS' COMPENSATION)

Boycott Provisions

The contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Lobbying Prohibitions

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

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Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

1st Party:

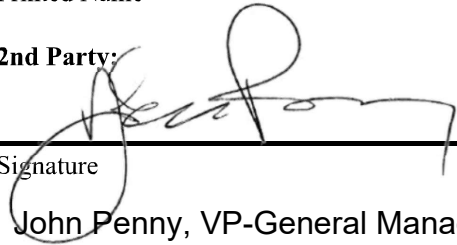
Stacy Woodrum
Signature

Office of Management & Budget
Title

Stacy Woodrum
Printed Name

October 14, 2024
Date

2nd Party:


Signature
John Penny, VP-General Manager
Printed Name

Title

Date

Approved as to form and legality:

Christopher Thacker
Attorney

Exhibit A**Benefits**

<u>Property</u>	<u>Sport</u>	<u>Product</u>	<u>Item Name</u>	<u>Quantity</u>	<u>Events</u>
LASEP	Social Media	Digital	Lead Generation Description: Enter-to-win sweepstakes; includes landing page, promotional social graphic(s), paid social media impressions (100K), and post-campaign entrant database.	2	Season

<u>Property</u>	<u>Sport</u>	<u>Product</u>	<u>Item Name</u>	<u>Quantity</u>	<u>Events</u>
Louisville Campus	Campus	Digital	E-Blast - Students Description: Dedicated/co-branded email blast to students	1	4
Louisville Campus	Campus	Signage	Intramural Field: Banner Description: One (1) banner on the UofL intramural field Note: (2) Rollup Banners in SRC	2	Season
Louisville Campus	Campus	Signage	Intramural Field: Banner Description: One (1) banner on the UofL intramural field	1	Season
Louisville Campus	Campus	Signage	Rec Center: Video Monitors Description: Digital display advertising rotation on in-house video monitors	1	Season
Louisville Campus	Campus	Signage	Student Activities Center: Video Monitors Description: Digital display advertising rotation on in-house video monitors Note: Belknap Academic Building (Bab) Student Success Center - Video Monitors	1	Season
Louisville Campus	Campus	Signage	Student Activities Center: Video Monitors Description: Digital display advertising rotation on in-house video monitors	1	Season

<u>Property</u>	<u>Sport</u>	<u>Product</u>	<u>Item Name</u>	<u>Quantity</u>	<u>Events</u>
Louisville	Basketball - Men's	Signage	Ribbon Board LED - 360 Description: LED Signage Display on Ribbon Board (East/West Rotational) - min 3 per game	1	Season
Louisville	Basketball - Women's	Signage	Ribbon Board LED - 360	1	Season
Louisville	Content	Digital	Static: Brand Sponsorship Description: Series of graphics or photos (non-video) posted to social media channels.	1	Season
Louisville	Daily Show	Radio	Radio Interview - Cardinal Insider Description: Live Radio Interview during Cardinal Insider; airs from 5:30 PM - 6:30 PM year-round	1	4
Louisville	Fan365	Digital	Fall Fan365 Connected TV Description: Fan365 for season long digital video media campaign delivered on televisions devices targeting school fans in a custom geographic area. Demographic targeting and consumer interest targeting can be layered on optionally. 200,000 impressions guaranteed.	1	Season
Louisville	Fan365	Digital	Fall Fan365 Instream Video Description: Fan365 for season long instream video media campaign targeting school fans. 250,000 impressions guaranteed. Includes delivery on OAS. Campaign reporting includes impressions and clicks.	1	Season
Louisville	Fan365	Digital	Spring Fan365 Connected TV Description: Fan365 for season long digital video media campaign delivered on televisions devices targeting school fans in a custom geographic area. Demographic targeting and consumer interest targeting can be layered on optionally. 200,000 impressions guaranteed.	1	Season
Louisville	Fan365	Digital	Spring Fan365 Instream Video Description: Fan365 for season long instream video media campaign targeting school fans. 250,000 impressions guaranteed. Includes delivery on OAS. Campaign reporting includes impressions and clicks.	1	Season
Louisville	Fan365	Digital	Winter Fan365 Connected TV Description: Fan365 for season long digital video media campaign delivered on televisions devices targeting school fans in a custom geographic area. Demographic targeting and consumer interest targeting can be layered on optionally. 200,000 impressions guaranteed.	1	Season
Louisville	Fan365	Digital	Winter Fan365 Instream Video Description: Fan365 for season long instream video media campaign targeting school fans. 250,000 impressions guaranteed. Includes delivery on OAS. Campaign reporting includes impressions and clicks.	1	Season
Louisville	NIL	Digital	NIL Social Boosted Impressions – 100,000 Impressions Description: Additional impressions add-on;	2	Season

<u>Property</u>	<u>Sport</u>	<u>Product</u>	<u>Item Name</u>	<u>Quantity</u>	<u>Events</u>
Louisville	NIL	Intellectual Property	<p>In-State Use of University Marks - NIL Description: Sponsor has the opportunity (but not the obligation) to use University Marks with University student-athlete name, image and likeness (“NIL”) activities solely (i) within the state in which University’s main physical campus is located or within a one hundred (100) mile radius of University’s main physical campus, to the extent such radius crosses a state boundary, (ii) as pre-approved by Provider and University, in their sole discretion, in each instance and in accordance with the law of the State in which University is located and (iii) pursuant to a separate NIL-specific agreement entered into directly with the applicable student athlete(s) (or such student-athlete’s authorized agent(s) related thereto) (“NIL Agreement”). For the avoidance of doubt, (a) only Sponsor, and no other business entity with which Sponsor is affiliated, has the right to use University Marks as outlined above and (b) Provider and University will not approve any use by Sponsor of University Marks that conflicts with or impairs any relationship Provider or University has with any third party, including, but not limited to, any other sponsor.</p>	1	Season
Louisville	NIL	Sponsorship	<p>NIL Fund Description: In each Contract Year, Sponsor has the opportunity to use Ten Thousand Dollars (\$10,000.00) of each such Contract Year’s Cash Amount as a fund (“NIL Fund”) to secure student-athlete name, image and likeness (“NIL”) activities or benefits to support or amplify Sponsor’s University sponsorship hereunder. Sponsor must activate the NIL Fund through Provider’s preferred NIL marketplace to ensure the NIL activities/benefits secured by Sponsor are secured at a fair market rate and are not pay-for-play or a recruiting inducement. Provider cannot guarantee (i) specific student-athlete availability in advance of any NIL-activity execution or (ii) the costs associated with desired student-athletes’ availabilities (e.g., an incremental cost(s) to Sponsor may be required for certain student-athlete activities depending on Sponsor’s requirements). To the extent, in any Contract Year, Sponsor fails to use the full NIL Fund allocation, the remaining portion of the NIL Fund will be forfeited unless otherwise agreed to in writing by Provider, provided that under no circumstances will the availability of any portion of the NIL Fund extend beyond the Term.</p>	2	Season
Louisville	Social Media	Digital	<p>Lead Generation Description: Enter-to-win sweepstakes; includes landing page, promotional social graphic(s), paid social media impressions (100K), and post-campaign entrant database.</p>	2	Season

<u>Property</u>	<u>Sport</u>	<u>Product</u>	<u>Item Name</u>	<u>Quantity</u>	<u>Events</u>
Western Kentucky	Basketball - Men's	Radio	In-Game Spot (Local) (30 Seconds)	1	
Western Kentucky	Basketball - Women's	Radio	In-Game Spot (30 Seconds)	1	
Western Kentucky	Content	Digital	Static: Brand Sponsorship Description: Single graphic or photo (non-video) posted to social media channels.	1	
Western Kentucky	Fan365	Digital	Fall Fan365 Instream Video Description: Fan365 for season long instream video media campaign targeting school fans. 250,000 impressions guaranteed. Includes delivery on OAS. Campaign reporting includes impressions and clicks.	1	
Western Kentucky	Fan365	Digital	Winter Fan365 Instream Video Description: Fan365 for season long instream video media campaign targeting school fans. 250,000 impressions guaranteed. Includes delivery on OAS. Campaign reporting includes impressions and clicks.	1	
Western Kentucky	Football	Radio	In-Game Spot (Local) (30 Seconds)	1	
Western Kentucky	NIL	Intellectual Property	In-State Use of University Marks - NIL Description: Sponsor has the opportunity (but not the obligation) to use University Marks with University student-athlete name, image and likeness ("NIL") activities solely (i) within the state in which University's main physical campus is located or within a one hundred (100) mile radius of University's main physical campus, to the extent such radius crosses a state boundary, (ii) as pre-approved by Provider and University, in their sole discretion, in each instance and in accordance with the law of the State in which University is located and (iii) pursuant to a separate NIL-specific agreement entered into directly with the applicable student athlete(s) (or such student-athlete's authorized agent(s) related thereto) ("NIL Agreement"). For the avoidance of doubt, (a) only Sponsor, and no other business entity with which Sponsor is affiliated, has the right to use University Marks as outlined above and (b) Provider and University will not approve any use by Sponsor of University Marks that conflicts with or impairs any relationship Provider or University has with any third party, including, but not limited to, any other sponsor.	1	
Western Kentucky	NIL	Sponsorship	NIL Fund Description: In each Contract Year, Sponsor has the opportunity to use One Thousand Dollars (\$1,000.00) of each such Contract Year's Cash Amount as a fund ("NIL Fund") to secure student-athlete name, image and likeness ("NIL") activities or benefits to support or amplify Sponsor's University sponsorship hereunder. Sponsor must activate the NIL Fund through Provider's preferred NIL to ensure the NIL activities/benefits secured by Sponsor are secured at a fair market rate and are not pay-for-play or a recruiting inducement. Provider cannot guarantee (i) specific student-athlete availability in advance of any NIL-activity execution or (ii) the costs associated with desired student-athletes' availabilities (e.g., an incremental cost(s) to Sponsor may be required for certain student-athlete activities depending on Sponsor's requirements). To the extent, in any Contract Year, Sponsor fails to use the full NIL Fund allocation, the remaining portion of the NIL Fund will be forfeited unless otherwise agreed to in writing by Provider, provided that under no circumstances will the availability of any portion of the NIL Fund extend beyond the Term.	2	