



HIGH SCHOOL OUTFITTER AGREEMENT

AMONG UNDER ARMOUR, TEAM DEALER, AND WICOMICO COUNTY PUBLIC SCHOOLS ("DISTRICT")

District's Obligations to Under Armour and its Authorized Servicing Team Dealers ("Team Dealers")

- The term of this agreement commences on July 1, 2018 and ends on June 30, 2021 ("Term"). District is currently comprised of four (4) high schools (each, a "School," collectively, "Schools"). In the event District expands to add additional high schools during the Term, any additional high schools will be deemed to be Schools for purposes of this agreement and will be covered by the terms and conditions set forth herein.
- During the Term, District shall cause each School to purchase Under Armour products for each School's varsity athletic teams, coaches, and staff (collectively, "Teams") from the Team Dealer(s) set forth below.
- District shall cause all Teams to exclusively wear and use Under Armour products head-to-toe, including without limitation footwear, socks, uniforms, and headwear, during the Term. District shall use best efforts to cause each School to exclusively use Under Armour's inflatables during Team games.
- Each School shall place orders with Team Dealers for custom and stock uniforms by: (i) January 15 for fall sports; (ii) May 31 for winter sports; and (iii) November 15 for spring sports. Stock apparel (excluding uniforms), footwear, and accessories can be ordered at any time.
- Under Armour and/or Team Dealer shall have the right to place two (2) banners for display on-field and on-court for each Team. Aside from Under Armour and Team Dealer(s), no other manufacturer, distributor, marketer or seller of athletic apparel, accessories or footwear shall have the right to place signage at a Team's facilities.
- District hereby grants to Under Armour the right to reproduce, display and otherwise use game photographs and/or audiovisual footage of each Team's games, as well as the names, marks, and other indicia of origin of District and each School, subject to applicable NCAA, NFHS, or applicable high school rules ("Rules").

Under Armour's and Team Dealers' Obligations to District

- Under Armour shall provide each School with \$5,000 worth of Under Armour products valued at Under Armour's then-current retail pricing. Each School shall be permitted to purchase additional Under Armour products ("Additional Products") from Team Dealer at forty percent (40%) off of Under Armour's then-current retail pricing. Under Armour will provide each School with a fifteen percent (15%) retail product credit in each school year calculated from the total amount of Additional Products School purchased in the immediately preceding school year. By way of example, if a School purchased \$45,000 worth of Additional Products in a school year from Team Dealer, such School will receive a retail product credit from Under Armour valued at \$6,750. Such free products shall be fulfilled after all products for all sports have been shipped in each year. Licensee products (including but not limited to inflatable balls, socks, sport-specific bags, team headwear and eyewear) cannot be purchased with the promotional product credit.
- Team Dealers shall maintain appropriate levels of Under Armour inventory to satisfy School's requirement on a timely basis.

Termination. A party may terminate this agreement in the event of a material breach of any term or condition of this agreement by any other party and failure by the breaching party to cure the breach within ten (10) days following receipt of notice from the non-breaching party. In addition, Under Armour may change a Team Dealer upon thirty (30) days written notice to Team Dealer(s) and School. Further, Under Armour shall have the right to terminate this agreement if: (a) any Team is required to wear and/or use products that are not supplied by Under Armour; or (b) District staff, School coaches, staff, or Team members commit any act or are involved in any occurrence which in the sole but reasonable discretion of Under Armour reflects unfavorably upon Under Armour or its products.

Right of First Negotiation. District shall exclusively negotiate a renewal of this agreement with Under Armour in good faith, and will not discuss, solicit, or negotiate third party offers for the supply of athletic products, during the Term. Nothing contained herein will be deemed to obligate the parties to renew this agreement if they cannot mutually agree to renewal terms.

Wear Testing. Subject to the Rules, District shall cause Teams to make themselves reasonably available to Under Armour with respect to wear testing Under Armour products in development. The actual Under Armour products in development and any information regarding such Under Armour products is confidential. If requested by Under Armour, the Under Armour products in development shall be shrouded or tested in a private location so as to maintain the confidentiality of such Under Armour products and Under Armour shall assist District with these endeavors. Under Armour is the owner of all right, title, and interest in and to any and all rights in and to all intellectual property rights including, but not limited to all patents, trade secrets, copyrights, and trademarks created by Under Armour and/or District, Schools, and/or Teams in connection with such Under Armour products. District hereby assign and convey to Under Armour all such intellectual property and execute all papers and do all things necessary to effect the foregoing or to perfect or enforce any proprietary rights in such Under Armour Products.

LIMITATION OF LIABILITY. UNDER ARMOUR SHALL NOT BE LIABLE TO DISTRICT, SCHOOL, OR ANY TEAM MEMBER FOR ANY INJURY OR DAMAGE SUFFERED FROM WEARING OR USING THE UNDER ARMOUR PRODUCTS. IN ADDITION, UNDER ARMOUR HEREBY DISCLAIMS AND DISTRICT HEREBY WAIVES ALL EXPRESS AND IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH

RESPECT TO THE UNDER ARMOUR PRODUCTS. UNDER NO CIRCUMSTANCES SHALL UNDER ARMOUR BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS, ARISING OUT OF THIS AGREEMENT.

Miscellaneous Maryland law shall govern this agreement, without regard to principles of conflicts of laws thereunder. The parties agree that the terms of this agreement are confidential and except as required by applicable law, court order, and/or the MAPT set forth in Exhibit A attached hereto, the parties shall not disclose in any way or to any third party any terms of this agreement. District shall not assign its rights or obligations under this agreement without prior written consent of Under Armour. The relationship among Under Armour, Team Dealers, and District shall be that of independent contractors. This agreement may be executed in two (2) counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same agreement. The signatures of the parties may be delivered by facsimile or imaged document, in PDF, TIFF, or JPEG format, and if delivered by facsimile or imaged document, said executed documents may be considered originals for all purposes. District represents and warrants that it has the full right and authority to enter into this agreement, grant the rights to Under Armour and Team Dealer, and bind District, the Schools, and the Teams to the obligations set forth herein.

Mid Atlantic Purchasing Team (MAPT). District, Team Dealer, and Under Armour agree to the terms and conditions set forth in Exhibit A attached hereto.

Termination of Prior Agreement. District and Team Dealer agree that the previous agreement entered into between the parties with an effective date of January 12, 2016 ("Previous Agreement") will terminate immediately upon the full execution of this agreement, and none of the parties will have any continuing rights, duties, or obligations pursuant to the Previous Agreement.

IN WITNESS WHEREOF, each party acknowledges that a duly authorized representative of such party has executed this agreement as of the date set forth below, and acknowledges that such party has read, understands and agrees to the terms and conditions of this agreement.

DISTRICT



Signature

Mark E. Miller

Printed Name

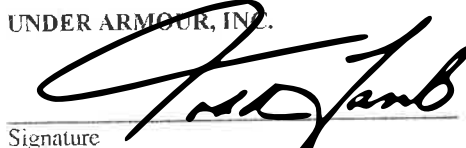
Procurement Mgr

Title

6-11-2018

Date

UNDER ARMOUR, INC.



Signature

Todd Lamb

Printed Name

Senior Director

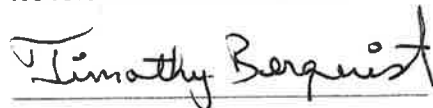
Title

6/19/18

Date

By signing below, Team Dealer agrees that School will purchase Under Armour products from the Team Dealer at a discounted rate of forty percent (40%) off of Under Armour's then-current retail pricing.

AUTHORIZED TEAM DEALER



Signature

Timothy Berquist

Printed Name

SALESMAN

Title

6-5-18

Date

TEAM DISTRIBUTORS, INC.

EXHIBIT A

MID-ATLANTIC PURCHASING TEAM TERMS & CONDITIONS (MAPT):

The Mid-Atlantic Purchasing Team (MAPT) uses a lead agency format for their solicitations that non-exclusively encompasses public and non-profit entities from the Maryland, Virginia and Washington DC regions. Neither MAPT nor the lead agency is compensated for their efforts other than the benefits of aggregation and economies of scale. Participating entities, through their participation agree to the resulting contract and all terms and conditions contained therein in so much as they can reasonably be applied to the participating jurisdiction. Further, successful bidder agrees to the following MAPT Terms & Conditions:

1. MAPT has no obligation (contractual, financial or otherwise) hereunder or for any participating jurisdiction's contract. The contractual obligation of each participating jurisdiction under its respective contract is contingent upon appropriation of funds by the governing body of the applicable jurisdiction from which payment shall be made.
2. Bids requiring payment within less than 30 days from the date of invoice will be rejected.
3. When practical, the successful bidder must package and ship all products in packaging and containers made of recycled, recyclable or biodegradable materials. Bidders are encouraged to eliminate packaging, or to use the minimum amount necessary for product protection, in order to minimize waste to the greatest extent practicable.
4. Unless otherwise provided herein, the jurisdiction's Purchasing Agent reserves the right to order goods or services from other sources without prejudice to the contract.
5. Each participating jurisdiction will determine the appropriate method to use this contract, such as a separate jurisdiction contract, bridge letter, purchase order or other form. In addition, they may have additional requirements that can be added to their cooperative document, including but not limited to:
 - 5.1 The successful bidder may be required to give security or bond for the performance of each participating jurisdiction's contract as determined by the Purchasing Agent.
 - 5.2 Unless otherwise provided herein, each participating jurisdiction reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased and the period and/or percentage amount of any such reservation shall be stated in the solicitation and/or in any applicable participating jurisdiction's contract.
 - 5.3 The successful bidder may be required to add other specific terms and conditions that are pertinent to a specific jurisdiction, to which these matters are openly negotiable providing they do not alter the scope of work or original intent of the MAPT Contract.
6. The successful bidder shall indemnify, defend, and save harmless each of the participating jurisdictions and their respective employees, agents and officials against or from all third party costs, fees (including reasonable attorneys' fees), liabilities, expenses, damages, injury, and loss which may be incurred or made against any of the participating jurisdictions, their respective employees, agents or officials, and resulting from any negligent or willful act or omission committed in the performance of the duties and obligations of the successful bidder under this solicitation and/or each participating jurisdiction's resulting contract or anyone under contract with the successful bidder to perform duties or obligations thereunder. The successful bidder shall allow each participating jurisdiction to reasonably participate in the defense of the participating jurisdiction, its employees, agents and officials, to the extent and as may be required by the participating jurisdiction, and the successful bidder shall cooperate with the applicable participating jurisdiction in all aspects in connection therewith.
7. The successful bidder shall, at all times during the term of each participating jurisdiction's contract, maintain and keep in force insurance that is reasonable and customary for similar entities performing the same services as the successful bidder, including Workers' Compensation insurance as required by state statute.
8. This solicitation shall be governed by and construed in accordance with the laws of the State in which the jurisdiction creates their official place of business without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The exclusive venue for any and all actions related to this solicitation hereto shall be the appropriate Federal or State court located within the contracting jurisdiction's resident state.

9. This solicitation, bid response, and each subsequent participating jurisdiction's contract with the successful bidder contain the entire understanding between the successful bidder and each applicable participating jurisdiction. Each participating jurisdiction's contract shall only be amended if such amendment is in writing and executed by a legally authorized representative of the successful bidder and the applicable participating jurisdiction. Any contract amendment of one participating jurisdiction shall not impact or affect any other participating jurisdiction's contract or MAPT.

10. Upon the lead agency's reasonable request, and no more than quarterly, the successful bidder shall provide reporting to the lead agency and MAPT minimally showing the names of the participating entities under this contract and the value of their participation for that period and year to date. This information will be used to evaluate the effectiveness of the program, areas for growth, and if a variable discount structure is used, the correct pricing structure. Other reports that are reasonably available shall be provided as reasonably requested.

11. Bidders are encouraged to consider the broad access to MAPT contracts when considering their pricing strategy. In addition to bidding to the stated estimated volume identified in the lead agency's bid work sheet, bidders are encouraged to submit alternate MAPT bids that offer additional discounts from the stated bid work sheet if additional jurisdictions participate in any resulting contract. Alternate bids may include, but are not limited to, additional percentage discounts based upon certain increased volume levels. The alternate bid shall be submitted with the required bid to the lead agency, if not already requested in the bid work sheet.

12. Any waiver of any breach of covenants herein contained to be kept and performed by either party shall be deemed or considered as a continuing waiver and shall not operate to bar or prevent any party from declaring a breach or default for any succeeding breach either of the same condition of covenant or otherwise. No failure or delay by a party to insist upon the strict performance of any term, condition or covenant of its contract agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude such party from exercising any such right, power, or remedy at any later time or times.

13. Prior to award, in case of disputes, the decision of the lead agency's Purchasing Agent shall be final and binding. The Purchasing Agent may request, in writing, the recommendation of participating jurisdictions or other objective source. Subsequent to award of the solicitation, in case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the applicable participating jurisdiction shall be final and binding with respect to the participating jurisdiction's contract.