

## MARKETING AGREEMENT

**THIS MARKETING AGREEMENT** (“Agreement”) is by and between Sportswear Inc., a Washington corporation, with offices at 2211 Elliott Avenue Suite 601, WA 98121 (“PREP SPORTSWEAR”) and Las Positas College (the “INSTITUTION”), with offices at 3000 Campus Hill Drive, Livermore, CA 94551-7623.

The terms of this Agreement between the Organization and PREP SPORTSWEAR are as follows:

“**Marks**” are defined as all of the INSTITUTION’s trademarks, service marks, INSTITUTION name, nickname, mascot, and related designs, slogans, graphics and symbols.

“**Revenue**” is defined as the revenue on each item sold minus the sales tax, shipping and handling, licensing and royalty fees, promotions, returns, and fraudulent transactions.

1. Use of Marks. The INSTITUTION grants PREP SPORTSWEAR the non-exclusive right and a license to use its Marks and to authorize the distribution and sale of merchandise by suppliers approved by PREP SPORTSWEAR.

2. Right to License. The INSTITUTION represents it is the owner of all rights in the Marks and has the right to license the Marks to PREP SPORTSWEAR. PREP SPORTSWEAR will use manufacturers and suppliers to produce and distribute merchandise with the INSTITUTION’s Marks in a manner that maintains the integrity, character, and reputation of the INSTITUTION. The INSTITUTION authorizes its Marks to be used for manufacture and distribution by PREP SPORTSWEAR’s approved suppliers. Without consent, PREP SPORTSWEAR may assign or sublicense its rights and obligations under this Agreement.

3. Third Parties. Nothing in this Agreement shall prevent the INSTITUTION’s, alumni club, athletic department, athletic booster club, book store, concessionaires, student clubs or similar third party entities from purchasing, selling, marketing or distributing merchandise bearing the INSTITUTION’s Marks.

4. Termination. This Agreement is effective upon execution by the INSTITUTION and will remain in effect with a perpetual term unless terminated in accordance with the provisions herein. Either party may terminate this Agreement at any time by sending written notice to the other party.

5. User Tracking. Any sale on PREP SPORTSWEAR from a user originating their session from a text link, navigational link, banner, or email provided by INSTITUTION, and using the proper tracking parameters provided by PREP SPORTSWEAR, will be credited as an INSTITUTION sale and qualify for the revenue share as described in Exhibit A.

6. Proper Web Site Linking. Direct traffic from the INSTITUTION Site to specific URL locations within the Prep Sportswear Site via embedded product title text links and/or product images with Alt text on the Partner Site. Such links, provided by INSTITUTION, are to be implemented with standard <a href> HTML tags and not hidden in JavaScript on click events or other methods not visible, searchable, or trackable by search engines or search spiders, including, but not limited to “no follow” commands, redirects, or ghost URL locations.

7. User Traffic. All web user traffic must originate from the INSTITUTION web site or INSTITUTION emails and link directly to the Prep Sportswear site using the links provided by Prep Sportswear. Traffic

linked from other sites will not qualify for the revenue share, this includes, but is not limited to search engine marketing (SEM), affiliate programs and other Internet advertising campaigns.

8. Search Engine Marketing (SEM). INSTITUTION will not engage in any search engine marketing (SEM) campaign advertising the Prep Sportswear stores, products, services, platform or offering with Google, BING, Microsoft, Yahoo, or any other search engine keyword advertising program.

9. Revenue Share. Prep Sportswear shall pay a revenue share to INSTITUTION as described in Exhibit A.

10. Payments. All payments will be paid to the INSTITUTION quarterly, via check, and will be made to the INSTITUTION within thirty (30) days following the end of each calendar quarter.

11. Reporting and Tracking. PREP SPORTSWEAR will provide the INSTITUTION access to a web-based, password protected reporting and tracking tool that tracks the sale of merchandise on www.prepsportswear.com.

12. Entire Agreement. This Agreement sets forth the entire understanding between the INSTITUTION and PREP SPORTSWEAR. This Agreement supersedes any and all prior arrangements, understandings or agreements, oral or written, between the INSTITUTION and PREP SPORTSWEAR, and cannot be changed except by a written agreement signed by the INSTITUTION and PREP SPORTSWEAR.

13. Relationship of Parties. Nothing contained in this Agreement shall be construed as to (i) create a joint venture, partnership, employer/employee relationship, agency or any other relationship other than that of parties contracting at arm's-length, or (ii) to authorize either party to assume or undertake any obligations of any kind, express or implied, on behalf of the other party.

The signatories below have the authority to enter into this Agreement and represent the parties have read this Agreement in its entirety and have agreed to all the terms and conditions of this Agreement.

**SPORTSWEAR INC**

**LAS POSITAS COLLEGE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Dave Santiago

Name: \_\_\_\_\_  
(Please Print)

Title: EVP Business Development & Sales

Title: \_\_\_\_\_

**End of Agreement**

**EXHIBIT A**

**REVENUE SHARE**

<b>Soft-Goods Revenue Share to be Paid to INSTITUTION on a Quarterly Basis</b>	
<b>FLAT RATE</b>	<b>15%</b>

**Soft-Goods** are defined as items sold outside of the equipment category including, but not limited to, apparel, soft-sided luggage, bumper stickers, decals, etc.

**Exempt Orders:** Orders purchased for internal consumption under the wholesale pricing model are exempt from revenue share.

Revenue Share due Net 30 following the end of each calendar quarter. Calendar quarters are defined as follows:

- March 31<sup>st</sup>
- June 30<sup>th</sup>
- September 30<sup>th</sup>
- December 31<sup>st</sup>

*End of Exhibit A*