

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A LEAGUE REGISTRATION AGREEMENT WITH RCX SPORTS, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to enter into an agreement with RCX Sports, LLC for the operation of a NFL FLAG Football League; and

WHEREAS, the terms of the agreement are for one year starting fall of 2025 through January 2026, with the option to renew for one year; and

WHEREAS, there is no cost due and owing pursuant to the agreement with RCX Sports, though funding will need to be appropriated in the fiscal year 2026 budget for ancillary expenses associated with operating the league.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the League Registration Agreement with RCX Sports, LLC for the operation of a NFL FLAG Football League, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, League Registration Agreement with RCX Sports, LLC for the operation of a NFL FLAG Football League, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution as set out below:

League Registration Agreement

WHEREAS, RCX Sports LLC ("RCX") has the right to operate and manage the youth flag football program known as "NFL FLAG Football" (the "Program").

WHEREAS, League (as defined below) desires to obtain certain rights with respect to the Program, on the terms and subject to the conditions set forth herein.

By checking the box next to "Agree to terms and conditions of League Registration Agreement," and as consideration for the license granted to League in accordance with Section 2 below, League hereby agrees to (i) timely pay the charges set forth in any payment form or invoice (whether in hard copy, electronic or other format) for the purchase of merchandise and equipment, including uniforms, flags, belts, balls and other items related to League's participation in the Program (as defined below) (the "Payment Form"), (ii) comply with the other terms and conditions set forth in the Payment Form, and (iii) comply with all of the terms and conditions that are set forth below or otherwise referenced herein or in any section of NFLFLAG.com (all such terms and conditions, together with the Payment Form, this "Agreement").

League. The "League" shall be the person or legal entity that is on record in RCX's database as the registered league organizer. If registered in the name of a legal entity, a contact person must be identified for the limited purpose of correspondence and contact. RCX's acceptance of payment for equipment, merchandise or other benefits or privileges related to League's participation in the Program (collectively, "Program Privileges") from any person or entity other than the League does not grant any rights to equipment, merchandise, FLAG Marks or other Program Privileges, any account access or any future account or credit rights, nor constitute an assignment or transfer thereof, to such person or entity.

1. License of FLAG Marks.

(a) Grant of License. Subject to the terms of this Agreement, RCX hereby grants to League, and League hereby accepts, the limited, non-exclusive, non-transferable, non-sublicensable, non-franchiseable, license and right to use the FLAG Marks (as defined below) solely for the Permitted Uses (as defined below) during the Term (as defined below) in the Territory and the Outer Market Territory (each as defined below), in each case, in compliance with the Style Guide (as defined below); provided that use of the FLAG Marks in the Outer Market Territory shall be limited to such Permitted Uses that are impossible or impractical to limit to the Territory, such as television, radio, newspaper, and magazine advertisements. Any other use of FLAG Marks by League shall be subject to the prior written approval of RCX and NFL Properties LLC ("NFLP") in each instance. The parties acknowledge and agree that the rights granted hereunder (including the use of any FLAG Marks) shall be limited to the Territory and the Outer Market Territory (each as defined below) with the sole exception of the use of the Internet to promote the Program in the Territory, which is inherently worldwide. For the avoidance of doubt, League shall not be permitted to use the FLAG Marks in any Permitted Uses that are directly targeted to or physically located in the Outer Market Territory, such as placing yard signs, displaying flyers or banners in schools, community centers, or other locations, or displaying billboards in the Outer Market Territory or engage in targeted social media posts or advertisements directed at the Outer Market Territory.

"FLAG Marks" means the words "NFL FLAG" and the NFL FLAG logo. For the avoidance of doubt, although the National Football League (the "NFL") shield logo is incorporated into the NFL FLAG logo, the NFL shield logo in isolation shall not be deemed a FLAG Mark and League shall have no right to use the NFL shield logo in isolation.

"Permitted Uses" means only the following uses: (i) on League's website, and (ii) on League marketing and promotional materials, including flyers and emails, in which no other third party items are present (i.e. no sponsor logos, other than RCX's logo, are permitted on the same marketing piece that contains FLAG Marks).

"Style Guide" means any written style guide provided by NFLP or RCX from time to time that sets forth certain styles, formats, characterization and artwork depicting the FLAG Marks (a copy of the Style Guide, a copy of which is accessible at NFLFLAG.com and is incorporated herein by reference).

"Outer Market Territory" means the Designated Market Area (as defined by the A.C. Nielsen Company) in which the Territory is located, subject to adjustment by RCX in accordance with RCX Rules.

"Territory" means the geographical area set forth on Exhibit A.

(b) League's Use of the FLAG Marks. League represents, warrants and agrees that its use of the FLAG Marks shall not be derogatory to, critical of, or otherwise reflect unfavorably on any Releasee (as defined below). League shall: (a) observe such requirements with respect to notice, use and other reasonable requirements as RCX or any of the NFL Releasees (as defined below) may require from time to time, including the requirements set forth in the Style Guide; (b) not misuse any FLAG Marks, bring them into disrepute or otherwise use any FLAG Marks in any manner that is inconsistent with the specific terms of this Agreement; (c) not use the FLAG Marks to perform any activity or to incur any obligation or indebtedness in such a manner as may subject any Releasee to liability; and (d) not register or apply to register any domain or social media accounts containing the FLAG Marks or any mark confusingly similar thereto without the written permission of RCX. RCX shall have the right, but not the obligation, to approve any use of the FLAG Marks before the League uses such FLAG Marks. RCX shall have the right, in its sole and absolute discretion, to withdraw its approval with respect to any use of the FLAG Marks if such use (i) ceases to be acceptable to RCX or NFLP, (ii) upon the happening of an event which might compromise or reflect unfavorably upon the good name, goodwill, reputation or image of any Releasee, or which might jeopardize or limit any Releasee's proprietary or other right, title or interest in or to any FLAG Mark or (iii) if required by NFLP or the NFL. If at any time RCX withdraws its approval of a use as provided in the immediately preceding sentence, League shall immediately cease all such uses of the FLAG Marks and such use shall no longer be considered a Permitted Use hereunder. League shall be responsible for all costs incurred in connection with (x) any use by League of the FLAG Marks and (y) ceasing any such use.

(c) NFL/RCX Ownership. League acknowledges and agrees that RCX and NFLP exclusively own or are the exclusive licensee of the FLAG Marks and all copyrights, trademarks and service marks and other intellectual property rights in and to them. League further acknowledges and agrees that RCX or NFLP (as applicable) shall own worldwide in perpetuity all tangible and intangible rights (including all intellectual property rights) in and to the following materials (collectively, "Proprietary Materials"):

(i) all artwork, art, images or photographs (A) produced or created under this Agreement or in connection with League's affiliation with the Program, or otherwise controlled by any Releasee, and (B) bearing any FLAG Marks or incorporating graphic depictions of the FLAG Marks, as well as duplicates and copies thereof ("Artwork"); (ii) all promotional materials depicting any FLAG Marks;

(iii) all secondary marks or football-related promotional concepts developed for use and used in connection with any FLAG Marks ("Secondary Marks"); (iv) all derivative work (as defined in the U.S. Copyright Act, 17 U.S.C. § 105) of the FLAG Marks, Secondary Marks, promotional materials depicting any FLAG Marks or Artwork; (v) all materials that are created through combining other material described in clauses (i) through (iv) and (vi) of this Section 1(c); and (vi) any new content created by League that: (A) makes any use of the FLAG Marks or other branding owned or controlled by any Releasee, or (B) is confusingly similar to, or otherwise infringes upon, the FLAG Marks or any other name, brand or mark owned or controlled by any Releasee. League's use of the FLAG Marks pursuant to the license granted herein is for RCX and NFLP's benefit and will inure to RCX and NFLP, and League shall not acquire any rights in any of them by such use. For the avoidance of doubt, (1) RCX or the NFL Releasees (as applicable) shall continue to own worldwide in perpetuity all tangible and intangible rights (including all intellectual property rights) to the FLAG Marks and Proprietary Materials following termination or expiration of this Agreement; and (2) League shall have no rights to use the FLAG Marks and Proprietary Materials following termination or expiration of this Agreement.

(d) No Alterations or Modifications of FLAG Marks. League shall not create or use new versions, adaptations or variations of any FLAG Marks either by alteration or by combining the FLAG Marks with other marks, words, or designs.

(e) No Challenges. League agrees that the FLAG Marks are valid and fully subsisting, and that League shall not (i) directly or indirectly, infringe the FLAG Marks or Proprietary Materials, (ii) contest or aid in contesting the validity or ownership and rights of RCX or the NFL Releasees to the FLAG Marks or Proprietary Materials or take any other action in derogation of RCX's or the NFL Releasees' rights in and to the FLAG Marks or Proprietary Materials, (iii) attack the validity of this Agreement or the license granted herein or (iv) apply for or seek to obtain trademark, copyright, or any other proprietary right or other protection or restriction in and to the FLAG Marks.

(f) Domains and Social Media Accounts. League may not register or apply to register any domain or social media account containing or including the FLAG Marks or any mark confusingly similar thereto without the written permission of RCX. Should RCX consent to the registration any domain including the Flag Marks, such domain shall be registered in the name of RCX. League and RCX shall cause a senior executive officer of League to remain the technical contact with respect to the domain name registrar for the domain. Upon registration of any domain or social media account or upon the request of RCX, League shall provide to RCX the password and contact information with respect to the domain and social media accounts. League shall immediately notify RCX in writing upon any change to the password or contact information for any domain or social media account permitted to be registered under this Section. All such domains and social media accounts permitted to be registered under this Section shall be considered part of the FLAG Marks and shall be subject to all other terms of this Agreement applicable to such FLAG Marks, including, without limitation NFLP's exclusive ownership thereof. Without limiting RCX's other rights or remedies, RCX may disable League's access to any domain or social media account permitted to be registered under this Section for any or no reason and without notice to League.

(g) Unauthorized Use of the FLAG Marks. League agrees to promptly notify RCX of any unauthorized use of the FLAG Marks of which League has knowledge. RCX or NFLP shall have sole discretion to bring proceedings alleging infringement of the FLAG Marks or unfair competition relating thereto. League agrees to provide RCX or NFLP reasonable cooperation and assistance with respect to any such infringement proceedings.

(h) No Use of Other Marks. League understands that League shall have no right to use any of the NFL Marks (as defined below) or any of the RCX Marks (as defined below), other than the FLAG Marks as expressly permitted herein, for any purpose whatsoever without the prior written approval of the Releasees in each instance (such approval to be granted or withheld in the Releasees' sole discretion after a formal logo request process has been initiated by League). For the purposes of this Agreement, "NFL Marks" means the names, symbols, emblems, designs, and colors of the NFL and its member clubs, including the terms "National Football League", "NFL", "National Football Conference", "American Football Conference", "NFC", "AFC", "Super Bowl", "Pro Bowl", the NFL shield design and the NFL Punt, Pass and Kick trademarks, as well as the full team names, nicknames, helmet designs, uniform designs, logos and slogans of the NFL's member clubs, and any other indicia adopted for commercial purposes by the NFL or any of its member clubs. For the purposes of this Agreement, "RCX Marks" means the names, logos, symbols, emblems, and designs of RCX and its affiliates and any indicia adopted for commercial purposes by RCX or any of its affiliates. League acknowledges and agrees that all right, title and interest in and to the NFL Marks and RCX Marks belong to the NFL and RCX, respectively. League agrees that the NFL Marks and RCX Marks possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained by their unauthorized use.

Notwithstanding anything to the contrary herein, League recognizes that irreparable injury would be caused by the unauthorized use of any of the NFL Marks or RCX Marks, and agrees that injunctive and other equitable relief from a court of competent jurisdiction would be appropriate in the event of such unauthorized use, and that such remedy would not be exclusive of other legal remedies. League recognizes that the great value and goodwill associated with the NFL Marks and RCX Marks belongs to the NFL and RCX respectively and that such marks have secondary meaning.

(i) Territory.

(j) . In consideration for the rights granted in the Territory, League shall use its best efforts to actively promote the Program in the Territory. League shall host all practices and all "home" games and official League events in the Territory and shall not be permitted to host League practices, "home" games or other official League events outside the Territory (including in the Outer Market Territory).

(k) ). League does not acquire any rights to the Program or FLAG Marks to any location or territory, other than the Territory and the Outer Market Territory, subject to the limitations set forth in this Agreement. League expressly acknowledges and agrees that this license for the Marks is nonexclusive and that RCX has and retains the right to own, acquire, establish and operate, and license others to establish and operate, Program leagues substantially similar to the League, whether under the FLAG Marks or other trademarks in the Territory and the Outer Market Territory.

## 2. Works and Rights.

(a) Works. League acknowledges and agrees that, as between the parties, RCX exclusively and in perpetuity owns and controls any and all rights to video tape, broadcast, telecast, display, publish, reproduce, film, exhibit, distribute, photograph, exploit, record, print or otherwise make use of, and any and all rights to authorize others to do so, whether on behalf of RCX or for their own account, any film, audio, depiction, audio visual, video, material, recording, document, image, record, statistic, data (of any kind, including biometric data), photo, sound or any other type of information or experience or content that is capable of being captured or recorded by any means arising from, related to or during any Program activity or event, any service performed by League pursuant to the terms herein or otherwise related to the Program, RCX or any of RCX's activities or business (collectively, the "Works") in any manner whatsoever, alone or in composite or conjunction with other materials, in any and all media, whether now known or hereafter devised (collectively, "Media"), in or by any manner, method or device (whether now known or hereafter devised), and all other rights, privileges, benefits, matters and things incident to or arising out of all or any of the foregoing, including for any and all commercial and non-commercial purposes, including for purposes of advertising and promoting RCX or the Program.

(b) Name, Image, Likeness, Etc. League hereby grants, for itself on behalf of its players, coaches, parents and other participants (collectively, "Participants"), to RCX and the other RCX Releasees (as defined below) the exclusive, perpetual, royalty-free, irrevocable, fully-paid up, worldwide right and license to use, exhibit, edit, disseminate, display, reproduce, print, publish, publicly perform and make any other uses of League's or its Participants' image, name, sobriquet, marks, logos, voice, movements, gestures, actions, persona, signature, likeness, uniform, biomaterial, biographical material and other indicia and attributes of League and its Participants, in any manner whatsoever, alone or in composite and/or conjunction with any other materials, on, via or through any and all Media, in connection with, related to or for any purpose of: (i) any of the rights to the Works described in Section 2(a); (ii) any advertising, promotion, publicity, operation or exploitation of Releasees (as defined below), Releasees or the Program and (iii) on [www.NFLFLAG.com](http://www.NFLFLAG.com) (the "Website") in connection with any postings of team rosters, stories or otherwise.

(c) Rights. The rights described in the foregoing Sections 3(a) and 3(b) are collectively referred to herein as the "Rights". League acknowledges and agrees that (i) the Rights granted to RCX shall expressly survive any termination or expiration of this Agreement and (ii) that RCX has the exclusive and unrestricted right in perpetuity, exercisable in its sole and absolute discretion, to: (x) sell, assign, exploit, lease, license, sublease, use or otherwise dispose of any and all of the Rights and the results of the exercise thereof, and to authorize, license and grant the right to exercise any of the Rights and to retain the proceeds therefrom, (y) do all things necessary for the full and complete use, exploitation and exercise of the Rights, including the right to promote and exploit all Rights granted hereunder, and the right to negotiate, enter into and perform any and all agreements relating to the Rights, and (z) receive and retain all subscription revenues, advertising revenues, merchandise and e-commerce revenues, sponsorship revenues, and all other revenues of all kinds whatsoever (regardless of source) related to RCX, the Rights, the Program, or any services performed by League or its Participants pursuant to the terms herein (and, for clarity, League shall have no such right).

## 3. League Operational Obligations.

(a) Player Registration Agreement. League agrees that (i) each of its player participants (and each such participant's parent or legal guardian, as applicable) shall execute and deliver to RCX a Player Registration Agreement (in the form provided by RCX) and League shall not allow any person that

has not executed and delivered a Player Registration Agreement to participate in any Program or League activities or events and (ii) League shall obtain (through a written waiver) from each of its Participants (and each Participants' parents, as applicable) any right not covered by the Player Registration Agreement as necessary for either party to perform its obligations or exercise the rights granted to it hereunder.

(b) Background Checks. League shall engage a reputable company with experience in youth sports to conduct background checks on all coaches and other on-field representatives of League and League shall not permit any such person to engage in any Program events or activities until League receives the results of such background check and confirms there are no issues. League shall have all reasonability for conducting, reviewing and addressing any issues in such background checks and obtaining any necessary authorization to conduct such background checks. League agrees that RCX shall also have the right (but not the obligation) to perform background checks on League and its Participants.

(c) Compliance with Law; Safe Sport. League agrees that, at all times, League and its affiliates shall be (and shall conduct its business) in full compliance with all applicable federal, state and local laws, regulations, and ordinances, including the Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017 and the Children's Online Privacy Protection Act of 1998. League agrees that it shall at all times (i) foster a culture of respect and a positive and safe environment for all of its participants and athletes, (ii) provide its teams, coaches and any other personnel with best-in-class support, training and resources to promote respect, prevent abuse and encourage safe play and (iii) protect its participants and athletes from abuse, violence or any other misconduct with respect to all of League's operations and services (which shall include background checks on all coaches or other on-field representatives in accordance with Section 3(b)). League agrees that it shall dedicate best-in-class resources and monitoring to ensure compliance with this Section 3(c).

(d) Scope of League Offerings. In the event that League offers only one program for a certain age group, such program must be co-educational in nature (i.e., girls and boys are permitted to play together on the same team).

(e) Ownership. League has disclosed in writing to RCX all direct and indirect beneficial owners of the League who own more than ten (10) percent of the equity, voting, ownership, or other economic interest in the League (each a "Major Owner"). For purposes of this Agreement, a "Change of Control" means (in each case, whether directly or indirectly and whether in a single transaction, a series of related transactions or as part of an overall plan) (i) the direct or indirect transfer, conveyance, or acquisition by any person of 10% or more of the League's direct or indirect beneficial ownership of, or voting control (whether by contract, arrangement, relationship, or otherwise) or 10% or more of the capital stock or other equity interests of the League; (ii) the sale, exchange, or transfer of all or substantially all of the League's assets; or (iii) the closing of a merger, consolidation, liquidation or reorganizational of the League into or with another company or other legal person.

(f) Compliance Certificate. League shall provide RCX in writing with an executed copy of the annual certificate in the form provided by RCX and attached hereto as Schedule 1, (y) certifying that League and its affiliates are in compliance with Sections 3(a), 3(b), 3(c), 3(d), 3(e), 4(a), and 4(b) and (z) setting forth a list of all Major Owners and their relative ownership interest, each year during the Term.

(g) League Highlights/Clips. League shall be required to provide video clips/highlights of League games and other activities in a form mutually agreed upon by the parties to RCX upon the reasonable request of RCX or upon a mutually agreed periodic schedule.

(h) Program Merchandise and Equipment. League hereby acknowledges and agrees that RCX shall have the exclusive right to supply League's (including the teams in the League) on-field, game-day uniforms. League shall require that every League player wear exclusively such Program official uniforms whenever on-field and participating in games. RCX may offer for sale other items of Program equipment and merchandise including flag belts, balls, shorts, and other items. In order to protect the goodwill of the Program, League shall be prohibited from purchasing Program equipment from other leagues in the Program and re-selling any Program equipment or merchandise purchased from RCX (including to other leagues in the Program), without RCX's prior written consent.

(i) NFL FLAG Championships. League shall have the option to send its League champion in each age group (or a runner-up in the event the League champion is unable to attend) to the NFL FLAG Championship tournament.

(j) Exclusivity. Throughout the Term, RCX and the Program shall be the exclusive flag football partner with the League, which shall preclude the League from partnering, promoting, endorsing, or otherwise associating with any other flag football organizations which may be competitive with RCX or the Program, as determined by RCX in its reasonable discretion.

(k) Sponsorship Restrictions. League acknowledges and understands that certain sponsors of the Releasees have exclusive category rights ("Category Exclusivity") and such rights may preclude

League from engaging with certain companies in any way, including with respect to all signage, displays, on-field gear, jerseys (recreational or competitive), apparel, equipment and any other advertising inventory due to League's relationship with the Releasees. League shall not engage in any way with a third party that potentially conflicts with any Category Exclusivity. Potential conflicts with any Category Exclusivity shall be determined by RCX in its sole discretion.

(l) RCX Rules. This Agreement and all rights granted hereunder are subject and subordinate to and limited by all applicable RCX Rules (as defined below). In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the provisions of any RCX Rule, such RCX Rule shall govern. League shall comply with all applicable RCX Rules and shall not enter into any agreements in conflict with such applicable RCX Rules. "RCX Rules" shall mean collectively, (i) the "Program Rulebook" adopted by RCX, available at the following link: PROGRAM RULE BOOK, (ii) the NFL FLAG Collaboration and Licensing Agreement, dated September 30, 2019, between NFLP and RCX, (iv) each of the rules, regulations, memoranda, resolutions, policies, procedures, guidelines, interpretations and directives of RCX related to the Program, and (v) any other agreements and arrangements to which RCX is (or after the date hereof may become) subject or by which RCX or its assets are (or after the date hereof may become) bound, in each case, as they may be adopted, amended or modified from time to time.

(m) Standards. As the operator of the Program, RCX shall have the right to establish "Standards" for various aspects of the Program, that include the quality and professionalism of League staff and coaches, the efficiency and performance of League systems and processes, League performance in terms of player participation, operational and financial efficiency, parent and participant feedback, compliance with the terms of this Agreement, including limiting League activities to the Territory and collection and retention of Player Registration Agreements, compliance with RCX Rules, and general standing and reputation in the League's local community.

#### 4. Insurance.

(a) League shall at all times carry, from insurance companies licensed to do business in the states in which the League operates and with a minimum rating of "A-" or better (as determined by A.M. Best Company): (i) commercial general liability insurance with a minimum combined bodily injury and property damage limit of at least one million dollars (\$1,000,000) per occurrence and in the annual policy aggregate, and (ii) all-risk property insurance covering League-owned or rented property on a replacement cost basis. Such insurance policies shall (x) name the Releasees as additional insured, (y) be designated as primary and (z) provide that they may not be cancelled or materially changed without at least thirty (30) days prior written notice to RCX. League shall provide RCX with written notice of any decrease in the dollar amount of such policies. General conditions applying to all insurance coverage in this Section 4(a) are that (1) no policy shall contain a self-insured retention, (2) satisfaction of any and all deductibles shall be the sole responsibility of League, and (3) the coverage must include a waiver of subrogation in favor of the Releasees. All subcontractors of League shall be included as insured under League's insurance policies or shall obtain separate insurance and provide certificates evidencing the same.

(b) Contemporaneously with the execution of this Agreement, League shall furnish to RCX certificates of insurance evidencing compliance with this Section 4(b) and, for the avoidance of doubt, this Agreement shall not be effective until such certificates have been received by RCX. RCX may, in its sole discretion, offer League the opportunity to purchase insurance through RCX's insurance provider. For more information, please visit [<https://nflflag.com/league-insurance>].

5. League Representations and Warranties. League represents and warrants to RCX that (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has the full power and authority to enter into and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of League, (iii) this Agreement has been duly executed and delivered on behalf of League and is the valid and binding obligation of League enforceable against League in accordance with its terms, (iv) no litigation, claim or action is pending or, to League's knowledge, threatened that could reasonably be expected to adversely affect League's ability to fully perform its obligations hereunder, and (v) entering into and performance by League of this Agreement will not breach or violate the organizational documents of League or any provision of any indenture, mortgage, lien, lease, agreement, order, judgment, or decree to which League is a party or by which its assets or properties are bound.

#### 6. Term; Annual Review.

(a) Initial Term. The term of this Agreement will commence effective as of the date of this Agreement, and will expire on January 31 of the following year, unless earlier terminated or extended pursuant to this Agreement (the "Initial Term"). A "Contract Year" means, for the first year of this Agreement, from the effective date of this agreement through January 31 of the following calendar year. For all years thereafter, Contract Year means the period from February 1 through January 31 of the following

calendar year.

(b) **Renewal Term.** Upon expiration of the Initial Term or a Renewal Term, the parties may mutually agree to renew this Agreement for an additional term of one (1) Contract Year (each a "Renewal Term", and together with the Initial term, the "Term"), provided that League satisfactory passes its Annual Review (in RCX's sole and absolute discretion) pursuant to Section 6(c).

(c) **Annual Review.**

(i) . On or prior to December 31 of each Contract Year, the League shall provide RCX with the annual certificate as required under Section 3(f) of this Agreement.

(ii) . After November 1 of each Contract Year, RCX will conduct a review of the League to determine whether the League has maintained the Standards and otherwise sustained compliance with the terms and conditions of this Agreement and RCX Rules over the applicable Initial Term or the Renewal Term (the "Annual Review"). RCX retains the sole discretion as to whether League has satisfied the Standards. As part of the Annual Review, RCX is permitted to revise or amend the Territory for any future Renewal Term (but not for the then-current Initial Term or Renewal Term).

**7. Termination; Effect of Termination.**

(a) Without limiting any other rights or remedies RCX may have under this Agreement or otherwise, RCX may terminate this Agreement by giving written notice to League at any time after any of the following shall occur (or, automatically in the case of Section 7(a)(vi)):

(i) . League becomes involved in a business or industry, or undertakes any activity for which the RCX Rules prohibit RCX from having a relationship with League;

(ii) . League is subject to a Change of Control, without RCX's prior written consent (to be granted or withheld in RC's sole and absolute discretion);

(iii) . any Releasor commits (or is accused of committing) any act or becomes involved in any situation or occurrence which (A) may reasonably be considered to be immoral, deceptive, scandalous or obscene, (B) brings any Releasee into public disrepute, contempt, scandal, or ridicule or (C) shocks, insults, offends or reflects unfavorably upon RCX or any Releasee or otherwise would have an adverse impact on the name, image, reputation, goodwill, proprietary rights, or any other legitimate business rights of RCX or any other Releasee;

(iv) . either party's performance of its obligations hereunder would cause either party to be in violation of RCX Rules or any rule or policy of any NFL Releasee;

(v) . League breaches, in any material respect, any of its obligations under this Agreement; or

(vi) . League has a receiver or similar party appointed for its property, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy. In the event this Agreement is terminated pursuant to this Section 7(a)(vi), in addition to the provisions in Section (b)(7)(b), neither League nor its receivers, representatives, trustees, agents, administrators, successors or assigns shall have any right to sell, exploit or otherwise use the FLAG Marks without the prior written consent of RCX and NFLP.

(b) Termination of this Agreement by RCX as provided herein shall be without prejudice to any other rights or remedies which RCX may have under this Agreement, at law, in equity or otherwise. In the event this Agreement is terminated, (i) all rights granted to League hereunder shall immediately revert to RCX and NFLP (as applicable), (ii) League shall immediately and permanently cease all use of the FLAG Marks and (iii) League shall not be entitled to any refund or any other consideration, regardless of whether termination occurs prior to, during or after any League or Program season.

**8. Data Sharing and Privacy.**

(a) **Definitions.** For purposes of this Section, the following terms shall be defined as follows:

(i) . "Applicable Privacy and Data Security Laws" means all data privacy, data security and data protection, advertising and marketing laws, rules, and regulations of any applicable jurisdiction (including the U.S. and each state of the U.S.).

(ii) . "Data" means all (i) data, to the extent collected by or on behalf of the League from individuals (including, without limitation, Participants) in connection with such individuals' interactions with the League and the Program; (ii) the list of leagues and teams participating in the League and Program; (iii) all results, statistics and outcomes of the games and other events occurring in the Program; and (iv) any other information necessary for RCX or NFLP to exercise its rights or perform its obligations under this Agreement. Data shall not include (i) any credit or debit card account numbers or any other payment card data or related information; or (ii) any protected health information ("PHI") as defined by the Health Insurance Portability and Accountability Act of 1996.

(b) League shall use commercially reasonable efforts to obtain from Participants and their parents or guardians, to the extent permitted by Applicable Privacy and Data Security Laws, the right of RCX to (i) collect, use, and disclose Data relating to such Participants to the NFLP and its affiliates and (ii) permit the NFLP and its affiliates to collect, use and disclose such Data in accordance with the terms of this Section 8 (e.g., by using commercially reasonable efforts to include an appropriate provision in its privacy policies and/or any Participant agreements (collectively with the "Governing Data

Policies and Agreements”) providing that each Participant agrees that its Data may be used by each of RCX and NFLP and their affiliates in accordance with the terms of this Section 8) without any additional permissions or authorizations required from any such Participant (subject to Applicable Privacy and Data Security Laws and such Participant’s preferences (e.g., opt-outs and unsubscribes)).

Notwithstanding anything to the contrary in this Agreement, RCX shall comply with the provisions of this Agreement that relate to Data that RCX is required to comply with (including the scope of rights with respect thereto that League obtains from the applicable Participant and all limitations and restrictions on the exploitation thereof) and its own Governing Data Policies and Agreements, including, without limitation, its Privacy Policy accessible at <https://nflflag.com/policy>.

(c) Use & Advertising Restrictions. Each party’s collection, use, and disclosure of Data shall comply with all Applicable Privacy and Data Security Laws and Governing Data Policies and Agreements and, with respect to the use of Data for marketing or promotional purposes, each party shall, to the extent commercially reasonable, also comply with applicable self-regulatory frameworks and industry standards that are relevant thereto.

(d) Privacy Policies; Consents. League shall develop, implement and maintain Governing Data Policies and Agreements consistent with Applicable Privacy and Data Security Laws and League’s obligations under this Agreement and League will use commercially reasonable efforts to structure such Governing Data Policies and Agreements to allow League to provide Data to RCX in accordance with this Section 8 in a manner that permits the RCX to use such Data for marketing purposes consistent with the terms of this Agreement. Without limiting the generality of the foregoing, League shall maintain reasonable administrative, technical and physical safeguards to protect such Data from unauthorized access, use or disclosure.

(e) Process for Data Sharing. On a quarterly basis or as otherwise requested by RCX, League shall provide or direct its agents to provide RCX with all available Data (solely to the extent League has obtained all consents or rights from the applicable Participants necessary to do so) in a form mutually agreed upon by the parties. By providing any Data to RCX, League represents, warrants, covenants and agrees that it has obtained written consent from each Participant and their parents or guardians to collect, use and disclose such Data with RCX. Upon the reasonable request of RCX, League shall furnish such written consents to RCX.

(f) Data Sharing Restriction. Notwithstanding League’s obligations in Section 8(e), League shall not provide any of the following data to RCX: (i) credit or debit card account numbers or other payment card data and related information; (ii) personal information known or reasonably suspected by League to have been collected online from children under the age of 13 in violation of the Children’s Online Privacy Protection Act; (iii) PHI; (iv) data from Participants from which League has not received written consent from such Participants and their parents or guardians to share with RCX.

#### 9. Release of Liability.

(a) League, on its own behalf, and on behalf of the other Releasors (as defined below), hereby (i) releases and forever discharges each of the Releasees (as defined below) from all Released Claims (as defined below) and (ii) agrees not to sue or bring any proceeding against any Releasee for any Released Claims, whether presently known or unknown and whether or not caused by the negligence of any of the Releasees.

(b) As used in this Agreement, (i) the term “Releasors” means each of League, its past, present and future affiliates, each of its Participants, and the past, present and future heirs, executors, administrators, trustees, beneficiaries, legal representatives, agents, attorneys, servants, insurers, employees, directors, officers, partners, principals, shareholders, members, managers, investors, predecessors, successors and assigns of any such person or entity, (ii) the term “NFL Releasees” means NFLP, the NFL, and each of their respective past, present and future affiliates and each of their respective predecessors, successors and assigns and each of their respective past, present and future, direct or indirect, owners, partners, principals, managers, members, shareholders, directors, officers, agents, trustees, employees, governors, attorneys and other representatives, (iii) the term “RCX Releasees” means RCX, and its past, present and future affiliates and each of their respective predecessors, successors and assigns and each of their respective past, present and future, direct or indirect, owners, partners, principals, managers, members, shareholders, directors, officers, agents, trustees, employees, governors, attorneys and other representatives, (iv) the term “Releasees” means the NFL Releasees and the RCX Releasees, collectively, and (v) the term “Released Claims” means any actions, causes of action, suits, debts, losses, costs, controversies, damages, judgments, claims, liens, agreements, contracts and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, arising out of, attributable to, in connection with, or in any way relating to, this Agreement, or League’s or any of its Participant’s participation in the Program (including actions for property damage, personal injury or wrongful death).



League hereby expressly waives all rights under Section 1542 of the California Civil Code, and under any and all similar laws of any jurisdiction. League is aware that said Section 1542 of the California Civil Code provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

(c) League expressly acknowledges, for itself and on behalf of each of the other Releasors, that (i) the foregoing waiver of the provisions of Section 1542 of the California Civil Code is a material term and condition of this Agreement, (ii) this Agreement shall be given full force and effect in accordance with each and all of its express terms and provisions, including those terms and provisions relating to unknown and unsuspected Released Claims, if any, to the same effect as those terms and provisions relating to any other Released Claims hereinabove described, and (iii) that each is fully aware that they might hereafter discover facts or other information in addition to or different from those which they now know or believe to be true, with respect to the subject matter of the Released Claims. Nevertheless, the Releasors intend to hereby fully, finally, and forever settle and release all matters, disputes, differences, known or unknown, suspected or unsuspected, which might now exist or heretofore might exist in connection with the Released Claims. The releases given herein shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts or information.

#### 10. Indemnification.

(a) League shall at all times indemnify, defend and hold harmless each of the Releasees from and against any and all actions, causes of action, suits, debts, obligations, losses, damages, amounts paid in settlement, liabilities, costs and expenses whatsoever, including reasonable attorneys' fees (collectively, "Losses"), whether arising out of a claim involving a third party or between the parties, resulting to, imposed upon, asserted against or incurred by any of the Releasees in connection with, arising out of or relating to (i) any breach of any representation, warranty, term, condition or covenant of this Agreement by any Releasor, (ii) the League's and its Participants participation in the Program (including in connection with any medical treatment offered or given to League's participants), (iii) the League's use of the Website, (iv) any infringing or unauthorized use, or allegation of such use, of the FLAG Marks, NFL Marks or RCX Marks by any Releasor, (v) the ownership and operation of the League and its football or other programs, including the acts or omissions of any Participant, employee, coach, volunteer or other person associated therewith, (vi) any negligent act or omission or the willful misconduct, of any Releasor or (vii) any use, collection, disclosure, disposal, administration, transfer, processing, storage, licensing, transmission or other exploitation of any Data, whether by any Releasor, a third party vendor or any other person or entity.

(b) The applicable Releasee shall have the right to control and direct the investigation, defense, and settlement of any third-party claim, action, or proceeding for which such Releasee is entitled to indemnification pursuant to Section 9(a) (each, a "Third-Party Claim"), at League's expense. League will, if requested by the applicable Releasee, provide reasonable assistance to the applicable Releasee, at League's sole expense, in defense of any such Third-Party Claim.

#### 11. Limitation of Liability.

WITHOUT LIMITING SECTIONS 8, 9 AND 10, THE RELEASEES SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR INDIRECT DAMAGES FROM (I) ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS OR RELATIONSHIPS CONTEMPLATED BY THIS AGREEMENT (INCLUDING LEAGUE'S AND ITS PARTICIPANTS PARTICIPATION IN THE PROGRAM) OR ANY OTHER TRANSACTION, RELATIONSHIP, ACT, OMISSION OR EVENT ARISING OR OCCURRING IN CONNECTION THEREWITH (INCLUDING ANY BODILY AND PERSONAL INJURIES, DEATH, DISABILITY OR DAMAGE TO PERSONAL PROPERTY (AND THE CONSEQUENCES THEREOF) RESULTING FROM THE LEAGUE'S AND ITS PARTICIPANTS' PARTICIPATION IN THE PROGRAM OR THE COST OF PROCUREMENT OF GOODS AND SERVICES IN CONNECTION WITH THE PROGRAM) AND (II) THE USE OR THE INABILITY TO USE THE WEBSITE, ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTER INTO THROUGH THE WEBSITE, OR ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES. LEAGUE EXPRESSLY AGREES THAT PARTICIPATION IN THE PROGRAM AND USE OF THE WEBSITE IS AT THE LEAGUE'S SOLE RISK. THE PROGRAM AND THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE RELEASEES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY

WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

The RCX Releasees make no warranty that the Website's services will be uninterrupted, secure or error free. The RCX Releasees do not guarantee the accuracy or completeness of any information in, or provided in connection with, the Website. The RCX Releasees are not responsible for any errors or omissions, or for the results obtained from the use of such information. League understands and agrees that any material and/or data downloaded or otherwise obtained through the use of the Website is at League's own discretion and risk and that League will be solely responsible for any damage to League's computer system or loss of data that results from the download of such material and/or data.

12. Miscellaneous.

(a) Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in the State of New York, without regard to principles of conflicts of law or choice of law of any jurisdiction that would cause the application of the law of another jurisdiction. In the event of any dispute arising out of this Agreement or the termination of this Agreement, League consents to the exclusive jurisdiction and venue in the state or federal courts in the Borough of Manhattan, in New York, New York and agrees that any such action must be brought in state or federal courts in the Borough of Manhattan, in New York, New York.

(b) Equitable Relief. League acknowledges that the rights granted by RCX under this Agreement possess a special, unique and extraordinary character that makes difficult the assessment of monetary damage that would be sustained by RCX as a result of any actual or threatened breach by League of any of the provisions of this Agreement. Accordingly, in the event of any such actual or threatened breach by League of any of the provisions of this Agreement, RCX, in addition to such other contractual, legal and equitable rights and remedies that may be available to RCX, shall have the right to take such steps as are necessary to prevent any such actual or threatened breach, including petitioning a court of competent jurisdiction for a temporary restraining order, a preliminary or permanent injunction or a decree for specific performance, in each case without being required to prove actual damages or furnish a bond or other security. The rights of RCX under this Section 11(b) shall survive the termination or expiration of this Agreement.

(c) WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED BY LAW, LEAGUE IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, OR ANY MATTER ARISING HEREUNDER OR THEREUNDER.

(d) Cumulative Remedies; Waiver. Except as otherwise and specifically contemplated by this Agreement, all rights and remedies of RCX shall be cumulative and none shall exclude any other right or remedy at law or equity and said rights or remedies may be exercised and enforced concurrently. No waiver by RCX of any covenant or condition of this Agreement shall constitute a waiver by RCX of any subsequent breach of such covenant or condition or authorize the breach or non-observance on any other occasion of the same or any other covenant or condition of this Agreement.

(e) Effect of Agreement; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and to their respective permitted successors and assigns. League may not assign this Agreement or any of its rights or delegate any of its duties under this Agreement (whether voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner) to any other person or entity without the prior written consent of RCX. Any purported assignment or delegation in violation of this Section 11(e) shall be null and void.

(f) Relationship of the Parties. The relationship of RCX and League under this Agreement is that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, joint venture, agency, partnership, franchisor-franchisee, or any Other relationship other than that of independent contractors. League acknowledges and agrees that it is engaged in a separate and independent business and shall not state, represent or imply any interest in or control over the business of RCX.

(g) Severability. If any provision of this Agreement is deemed invalid or unenforceable pursuant to any statute, regulation or rule of law, the remaining provisions of this Agreement will remain valid and enforceable.

(h) Third Party Beneficiaries. League agrees that the NFL Releasees are third party beneficiaries of any section that refers to the NFL or the NFL Releasees. Other than as provided for in the previous sentence and for the rights of the Releasees under Section 9, nothing in this Agreement is intended or shall be construed to confer on any other person other than the parties any rights or benefits under this Agreement.

(i) Further Assurances. League shall execute, acknowledge and deliver, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as RCX shall reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

(j) Construction. Whenever used in this Agreement, (i) the terms "include," "includes," and "including," mean "include(s), but are not limited to," and "including, but not limited to," respectively and are to be construed as inclusive, not exclusive; (ii) the term "or" shall have the inclusive meaning identified with the phrase "or," and (iii) references to any specific law, rule or regulation, or article, section or other division thereof, will be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof.

(k) No Construction Against Drafting Party. League has had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

(l) Survival. The following provisions shall survive any termination or expiration of this Agreement: Sections 2, 5, 6-12 and the last sentence of Section 1(c).

13. League Representations and Warranties; Authority to Register and/or Act as Agent.

League represents and warrants to RCX that (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has the full power and authority to enter into and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of League, (iii) this Agreement has been duly executed and delivered on behalf of League and is the valid and binding obligation of League enforceable against League in accordance with its terms, (iv) no litigation, claim or action is pending or, to League's knowledge, threatened that could reasonably be expected to adversely affect League's ability to fully perform its obligations hereunder, and (v) entering into and performance by League of this Agreement will not breach or violate the organizational documents of League or any provision of any indenture, mortgage, lien, lease, agreement, order, judgment, or decree to which League is a party or by which its assets or properties are bound.

The individual signing or accepting this Agreement on behalf of League ("League Representative") represents and warrants to the Releasees that League Representative has full legal authority to complete and submit this League Registration Agreement via the Website on behalf of the League. League Representative represents and warrants that League Representative has been duly authorized to act as agent on behalf of the League in performing such registration. By proceeding with such registration, League Representative agrees that the terms of this League Registration Agreement shall apply equally to League Representative and to League.

BY INDICATING ACCEPTANCE OF LEAGUE REGISTRATION AGREEMENT, LEAGUE REPRESENTATIVE IS AFFIRMING, FOR HIMSELF OR HERSELF AND ON BEHALF OF LEAGUE, THAT LEAGUE REPRESENTATIVE HAS READ AND UNDERSTANDS THIS LEAGUE REGISTRATION AGREEMENT AND FULLY UNDERSTANDS ITS TERMS. LEAGUE REPRESENTATIVE UNDERSTANDS THAT THE LEAGUE AND LEAGUE REPRESENTATIVE ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. LEAGUE REPRESENTATIVE ACKNOWLEDGES THAT LEAGUE REPRESENTATIVE IS SIGNING THIS LEAGUE REGISTRATION AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY LEAGUE REPRESENTATIVE'S ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

[LEAGUE ENTITY NAME]

COMPLIANCE CERTIFICATE

\_\_\_\_\_, 20\_\_

This certificate ("Certificate") is being delivered pursuant to Section 3(f) of that certain League Registration Agreement, dated as of \_\_\_\_\_ (the "Registration Agreement"), by and between RCX Sports LLC ("RCX") and [League Entity Name] (the "League"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms as set forth in the Registration Agreement. The undersigned, on behalf of the League, in his or her capacity as an officer and not in any individual capacity, hereby certifies that:

1. The League has performed or complied with Section 3(a), 3(b), 3(c), 3(d), 3(e), 4(a) and 4(b) of the Registration Agreement.

2. The League has performed or complied in all material respects with all other agreements and covenants contained in Registration Agreement to be performed or complied with by the League.

3. The League has disclosed all Major Owners, including the relevant name and current ownership percentage. As of the date hereof, the following are Major Owners of the League:

Major Owner Relevant Ownership Interest

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the League as of the date and year first written above.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 15th day of April, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY