

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by the Rhode Island Public Transit Authority ("RIPTA") and RI FC OZ, LLC dba Rhode Island FC ("RIFC"). RIPTA and RIFC may be referred to collectively as the "Parties."

RECITALS

WHEREAS, RIPTA is authorized to own and operate a mass transit system;

WHEREAS, RIFC is a soccer club playing at Centreville Bank Stadium (the "Stadium") in Pawtucket, Rhode Island.

WHEREAS, the Parties wish to memorialize a partnership as outlined below.

NOW, THEREFORE, in consideration of the promises in this MOU, and for other good and valuable consideration the receipt of which is hereby acknowledged, the Parties agree as follows:

SECTION ONE –PROVISIONS

Recitals. The Recitals above are true and correct and made part of this MOU for all purposes.

Term. The term of this MOU ("Term") shall be from April 1, 2025, through December 31, 2027. Each Party shall have the right to opt-out of this MOU effective December 31, 2026 by providing written notice to the other Party on or before November 1, 2026.

Entire Agreement. This MOU, including Schedule 1 attached hereto, represents the entire agreement between the Parties with respect to its subject matter.

Modification. This MOU may only be modified in writing signed by both Parties.

Waiver of Breach. The failure of either Party to enforce any provision of this MOU shall not be deemed a waiver of such provision or modification of this MOU. A waiver of any breach under this MOU shall not be deemed a waiver of any subsequent breach.

Governing Law. This MOU shall be interpreted and construed in accordance with, and governed by, the laws of the State of Rhode Island.

Joint Preparation. This MOU has been jointly prepared by the Parties, and shall not be construed more strictly against either party.

Severability. In the event any part of this MOU is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this MOU and the balance of this MOU shall remain in full force and effect.

SECTION TWO – RIFC ADVERTISING

RIFC will provide RIPTA with the following sponsorship/advertising rights each season during the Term:

In-Stadium Signage. RIFC will provide RIPTA with in-Stadium signage each RIFC regular season home game, specifically: three (3) minutes of Field LED Board Display; one (1) Broadcast Visible Static Field Board; and two (2) Concourse Ribbon Signs.

Television. RIFC will provide RIPTA with: two (2) Television Broadcast Live Reads per local telecast, not to exceed seventeen (17) games; one (1) 30-second Television Broadcast Commercial per local telecast, not to exceed seventeen (17) games; and exposure to New England viewers on NESN.

Radio. RIFC will provide RIPTA with: two (2) Radio Broadcast Live Reads per local radio broadcast, not to exceed eighteen (18) games; and one (1) 30-second Radio Broadcast Commercial per local radio broadcast, not to exceed eighteen (18) games.

Digital. RIFC will promote RIPTA Routes to RIFC Home Matches via its website. RIFC provide RIPTA with one (1) Banner in all RIFC “Know Before You Go” email publications; and one (1) Banner in all RIFC Monthly e-Newsletters.

RIFC Pregame Fan Fest Activation. For each RIFC regular season home game, RIFC will provide RIPTA with name and logo branding on the Elite Skills Arena, including logo, branding and promotion of the Activation.

Landmark Entitlement. RIFC will provide RIPTA with Loge Entitlement at the Stadium, including RIPTA branding.

SECTION THREE – RIPTA ADVERTISING

RIPTA agrees to install mutually agreeable RIFC-branded wraps on three (3) buses. RIFC shall be responsible for the design of the wrap and RIPTA shall approve the design of the wrap prior to installation. RIPTA shall select the specific buses which will receive the wrap, subject to RIFC’s reasonable approval. RIPTA will be responsible for the cost, installation and removal of the wrap.

Upon execution of this MOU, the Parties will work together in good faith to promptly install the wraps, which will remain on the selected buses throughout the Term.

SECTION FOUR – SUPPLEMENTAL SERVICE

Each calendar year during the Term, RIPTA shall provide RIFC and Tidewater Stadium with Supplemental Service along the R-Line for up to eighteen (18) RIFC

Home Games and up to six (6) additional, mutually agreed upon Stadium Events. RIPTA will make best efforts to commence Supplemental Service three hours before a game and end Supplemental Service one hour after a game, with exceptions being made for games with after game events, such as fireworks. A bus will be available during Supplemental Service, at designated spots, approximately every eight to ten minutes.

SECTION FIVE – COST

No monetary compensation will be exchanged pursuant to this MOU. RIFC shall provide RIPTA with the advertising set forth in Section Two in exchange for RIPTA providing RIFC with the advertising set forth in Section Three and the Supplemental Services set forth in Section Four.

SECTION SIX – SPONSORSHIP TERMS AND CONDITIONS

Schedule 1 attached hereto provides additional terms and conditions with respect to advertising and sponsorship. To the extent that any terms in Schedule 1 conflict with the terms in the body of this MOU, the terms in the body of this MOU shall control.

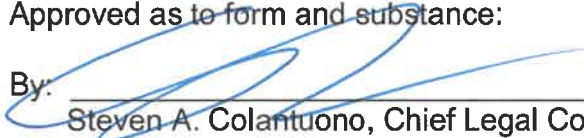
SIGNATURES ON NEXT PAGE

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

By: 
Christopher Durand, Chief Executive Officer

Date: 4-25-25

Approved as to form and substance:

By: 
Steven A. Colantuono, Chief Legal Counsel

Date: 04.24.25

RI FC OZ, LLC dba RHODE ISLAND FC

Signed by:
By: 
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David Peart, President

Date: 4/24/2025

SCHEDULE 1 SPONSORSHIP TERMS AND CONDITIONS

WHEREAS RIFC ("Licensor") operates the Club in the USL Championship league (the "League");

WHEREAS Club has the right to enter into local competitive and commercial affiliations, all subject to applicable league rules, regulations, and guidelines ("League Rules") and final approval of the League; and

WHEREAS Licensor and RIPTA ("Sponsor") desire to enter into the MOU (the "Agreement") to mutually promote the success of Sponsor, Club and League.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for good and valuable consideration, receipt of which is hereby acknowledged, Licensor and Sponsor agree as follows:

1. **GRANT OF RIGHTS.** Licensor hereby grants to Sponsor for the Term of this Agreement, and Sponsor hereby accepts, the non-exclusive (except as otherwise set forth herein), non-transferable, non-sublicensable limited right to exploit those rights set forth in the Agreement ("Rights") in connection with the Club, Games and/or Local Game Broadcasts (as applicable). Such grant of Rights is expressly subject to all terms of this Agreement.

A. Club Marks.

- i. Any Sponsor Rights to use the Club name, or Club symbols, logos, mascots, trademarks, service marks, or copyrights (collectively, "Club Marks") is limited to the state of Rhode Island (the "Territory"), and all use of Club Marks must comply with the requirements set forth in the style guide/logo guidelines provided by Licensor.
- ii. Unless otherwise expressly approved in writing by Licensor, Sponsor shall not have the right to manufacture, distribute and/or sell any products or merchandise (or on the packaging of any products or merchandise) bearing the Club Marks.
- iii. Each use of Club Marks, as permitted under this Agreement, is subject to Licensor's prior written approval. Licensor will use commercially reasonable efforts to notify Sponsor of its approval or rejection of any submission for approval within ten (10) business days following receipt of any such submission. In the event that any item submitted to Licensor shall not have been approved, disapproved or otherwise commented upon within ten (10) business days after receipt thereof by Licensor, then any items so submitted by Sponsor shall be deemed to have been disapproved.
- iv. Nothing in this Agreement provides Sponsor with the right to use the name, marks, or logos of the League or any other club in the League.

- B. Designations. Sponsor shall have the right to describe itself using the designations, if any, set forth in the Agreement (collectively, the "Designations"). Each separate use of the Designations must be approved in writing by Club, and Sponsor shall not use any designations other than the Designations expressly set forth in the Agreement or otherwise approved in writing by Licensor.

- C. Pass-Through Rights to Third-Parties. Only to the extent expressly pre-approved in writing by Licensor in Licensor's sole discretion, Sponsor may include third-party names, logos or marks in connection with advertising or promotional materials bearing Club Marks ("Advertising Materials") that are created by or on behalf of Sponsor pursuant to this Agreement. All approved pass-through rights must not imply any direct relationship between the third-party and the Club.
 - D. Limitations to Exclusivity. Unless expressly set forth in the Agreement, no Right shall be considered exclusive to Sponsor, in the Sponsor Commercial Category or otherwise. To the extent Sponsor is granted any exclusivity in the Sponsor Commercial Category, Sponsor acknowledges and agrees that the following limitations to such exclusivity shall not constitute a violation of Sponsor's exclusivity under this Agreement:
 - i. USL Commercial Sponsors. USL has the right to enter into a League sponsor agreement with a third-party in the Sponsor Commercial Category and to the extent of any conflict between the League sponsor agreement and any exclusivity provided in this Agreement, the League sponsor agreement shall control.
 - ii. Stadium Sponsors. Except as expressly provided otherwise in the Agreement, Sponsor acknowledges that it is granted only Club-related Rights in this Agreement and that third parties have the right to enter into sponsor agreements in the Sponsor Commercial Category as it relates to the Stadium.
 - E. All Other Rights Reserved; Ownership of Advertising Materials. Any and all rights not specifically granted to Sponsor hereunder are reserved by Licensor. Any and all Advertising Materials created in connection with this Agreement, in any manner and in any medium, whether or not adopted or utilized by Sponsor in the exercise of its Rights, shall be the sole and exclusive property of Licensor.
 - F. Home Games. Sponsor acknowledges that the Rights provided in this Agreement, as applicable, only apply to Club regular season home games and USL playoff home games (collectively, "Home Games"), explicitly excluding the USL Championship match. If a certain Sponsor Right in the Agreement is limited to regular season Home Games, such right shall be an additional cost for USL playoff Home Games and is subject to availability.
2. **SPONSOR'S USE OF CLUB MARKS**. To the extent Sponsor is granted any Rights to utilize the Club Marks, such Right(s) shall be subject to the following terms and conditions:
- A. Conditions to Use of Club Marks. All uses of the Club Marks by Sponsor shall contain appropriate legends, markings and/or notices (including appropriate copyright and/or trademark designation) as required by Licensor in the Style Guide or otherwise. Sponsor shall not acquire any proprietary or other right, title or interest in or to the Club Marks, any mark containing the Club Marks or any goodwill associated with the Club Marks. Any use of the Club Marks by Sponsor will be owned by, and inure to the benefit of, Licensor and USL. At the request of Licensor, the Sponsor shall execute and deliver to Licensor, any documents or instruments required to implement or give full effect to the foregoing provision.
 - B. Quality Control. All materials bearing the Club Marks shall be high-quality (as determined in Licensor's reasonable discretion), and all materials bearing the Club Marks shall be subject to the control and prior approval of Licensor.

3. **SPONSOR'S USE OF PLAYER LIKENESSES.** Sponsor shall not use the names, pictures, images, voices, or persona of any Club player ("Player Likenesses") without the prior written approval of Licensor and, if such approval is provided, each use shall be subject to League Rules.
4. **LICENSOR'S USE OF SPONSOR MARKS.**
 - A. Sponsor hereby grants to Licensor, during the Term, at no charge, the right and license to use the Sponsor's and Sponsor's products' and services' names, symbols, logos, trademarks, service marks, and copyrights (collectively, "Sponsor Marks") in conjunction with the advertising, marketing, promotion, and exploitation of Club in any and all forms of media whether now or hereafter developed. Licensor shall not acquire any proprietary or other right, title or interest in or to the Sponsor Marks or any goodwill associated with Sponsor Marks.
 - B. Nothing in this Agreement shall preclude the appearance of Sponsor Marks in connection with photographs and video footage (e.g., game broadcasts) in perpetuity when used for any reason in any and all forms of media whether now or hereafter developed.
5. **OTHER RIGHTS OF SPONSOR.** All Rights are subject to the following provisions:
 - A. Approvals. The form, content, presentation and exercise of all Rights (collectively, the "Sponsor Materials") shall be subject to: (i) the prior written approval of Licensor; (ii) the League Rules (as applicable); (iii) the rules, regulations and policies governing the stadium where the Club plays its home games (the "Stadium"); and (iv) all Applicable Laws. It shall be Sponsor's sole responsibility to ensure that all Sponsor Materials prepared by or on behalf of Sponsor in connection with the exercise of the Rights comply with all Applicable Laws.
 - B. Activation Costs. Unless expressly set forth in the Agreement, the Sponsor shall be responsible for all costs associated with the activation of its Rights. Such costs include, but are not limited to, design, creative, and production of all Sponsor Materials based on specifications provided by Licensor, labor costs incurred in executing any Rights (including labor costs associated with the installation, removal and maintenance of any Sponsor Materials), cleaning or debris removal costs associated with any premium giveaway, extraordinary utility charges, the cost of food and beverages ordered by the Sponsor at the Stadium in conjunction with the exercise of any Rights (including costs of any in-suite catering) and customary event day operating costs incurred by the Stadium as part of any Stadium use by the Sponsor. Any requests by Sponsor for Licensor to design, develop, or modify any Sponsor Materials are subject to additional costs.
 - C. On-Site Recognition. If Sponsor is granted any on-site recognition (e.g. signs; announcements) on or within the Stadium, as part of its Rights, (i) such recognition shall be displayed and/or broadcast only during Home Games, and (ii) the size and location of any Sponsor Materials and the duration of any announcements shall be reasonably determined by Licensor in accordance with League Rules. In addition, if Sponsor's Rights include signs and/or announcements for regular season Home Games, Sponsor shall be obligated to purchase the same signs and/or announcements for each playoff Home Game during the Term, at a rate of 15% above the regular season rate.
 - D. Tickets. If Sponsor is entitled to receive any tickets, hospitality, or passes (collectively, "Tickets") as part of its Rights, such Tickets may not be resold, and such Tickets do not provide any greater rights to Sponsor than any other person holding such Tickets. If this Agreement is terminated for any reason, Sponsor agrees to return the Tickets to Licensor as Licensor's exclusive property. The Sponsor agrees to comply with the terms and conditions printed on any Tickets.

- E. Commercial Spots. If Sponsor is granted broadcast commercial spots as part of its Rights, including, without limitation, scoreboard and other in-stadium video board spots (collectively, “Commercial Spots”), written copy for such Commercial Spots shall be delivered at least ten (10) business days prior to the date of air and shall require the prior approval of Licensor. In addition, if Sponsor’s Rights include television and/or radio Commercial Spots for regular season Home Games, Sponsor shall be obligated to purchase the same Commercial Spots for each playoff Home Game during the Term, at a rate of 15% above the regular season rate.
 - F. Appearances. If Sponsor is entitled to Club player/coach/mascot appearances (“Appearances”) as part of its Rights, such Appearances shall be subject to player/coach/mascot availability, and shall be conducted in accordance with the policies and procedures established by Licensor. Licensor shall determine which player(s) and/or coach(es) shall participate in the Appearances. The payment of all costs and expenses attributable to any Appearance (including, without limitation, reasonable travel expenses) shall be borne by Sponsor.
 - G. Sponsor Activities. If Sponsor is entitled to conduct campaigns, promotions, contests, sweepstakes, giveaways or any other activities in conjunction with or related to the Club (collectively, “Promotions”) as part of its Rights, all aspects of such Promotions shall require the prior written approval of the Licensor. Sponsor shall be strictly responsible for the actions and omissions of its employees, agents, representatives, or contractors engaged by the Sponsor to perform or assist in any Promotions.
 - H. Digital Platforms. If Sponsor is granted any Rights related to digital platforms (e.g. websites, social media), the activation of each Right shall require the prior approval of Licensor. Sponsor shall be responsible for any content displayed on its website and social media platforms, and all content displayed thereon shall comply with all Applicable Laws and League Rules.
 - I. Third-Party Clearances. Except to the extent explicitly set forth herein, any third-party licensing and rights required hereunder, including, without limitation, any and all necessary consents and clearances for the Sponsor Materials and the exploitation thereof (e.g., to players, leagues, players associations, artists, unions or guilds, or music royalties, synchronization fees, or public performance fees), shall be obtained and paid solely by Sponsor.
 - J. Make-Goods: Limitation of Liability. If Sponsor does not receive any of the Rights provided herein for any reason other than default or non-performance by Sponsor, then Licensor shall have thirty (30) days to provide the same Right, a similar Right of equal or greater value, or a mutually agreed upon alternative right determined by the parties in good faith, and any initial failure to provide such Right(s) shall not be deemed to be a breach of this Agreement by Licensor. Licensor’s provision of such substitute benefit(s) shall be Sponsor’s sole and exclusive remedy.
 - K. Miscellaneous. To the extent that Licensor or Sponsor are granted any Rights in the Agreement, the date, time, location or other specifics of which are not specified in the Agreement, such Rights shall be subject to the provisions of this Agreement and, if not fully addressed in this Agreement, such Rights shall be subject to the mutual agreement of Licensor and Sponsor.
6. **CONSIDERATION**. Subject to the terms of this Agreement, as consideration for the Rights granted to Sponsor in this Agreement, Sponsor agrees to pay the amounts under the payment terms and to provide the in-kind consideration, if any, to Licensor as set forth in the Agreement. All payments shall be net of all applicable taxes or other deductions. Late payments shall be a material breach of this Agreement and shall be subject to a monthly service charge of 1.5%, in addition to all other rights and

remedies available to Licensor. In the event goods, merchandise or other items are to be provided by Sponsor, Licensor reserves the right to return any or all defective items within thirty (30) days of receipt thereof for a refund of the full value thereof or for replacement items, at Licensor's option.

7. INDEMNIFICATION.

A. Each party (the "Indemnifying Party") shall defend, indemnify and save harmless the other party and each of its respective owners, members, partners, shareholders, affiliates, and each of the directors, officers, employees, agents, representatives, successors and assigns of such entities (collectively, the "Indemnified Parties") from and against any and all third party claims, liabilities, losses, damages, penalties, recoveries, suits, judgments, executions, costs and expenses (including, without limitation, reasonable attorney's fees and costs) of any kind whatsoever ("Claims") arising from (i) any actual or alleged misrepresentation, breach of warranty or non-fulfillment of any obligation or covenant made by the Indemnifying Party in this Agreement, or (ii) any actual or alleged negligent or grossly negligent act or omission of, or any misconduct by, the Indemnifying Party or its representatives, agents, guests, employees or contractors occurring, directly or indirectly, in connection with the performance of the transactions contemplated by this Agreement, except to the extent that any such Claim was caused by the gross negligence or willful misconduct of the Indemnified Parties.

B. Procedures for Indemnification. The Indemnified Party shall give prompt notice to the Indemnifying Party of any Claim for which it intends to seek indemnification. The Indemnifying Party shall have the right to participate in and, at Indemnifying Party's option, to control any defense, compromise, litigation, settlement or other resolution or disposition of such Claim. In no event shall the Indemnifying Party enter into any settlement of any Claim that imposes financial obligations or restrictions on the Indemnified Party or constituting an admission of guilt or wrongdoing by the Indemnified Party without the prior written approval of the Indemnified Party.

8. **INSURANCE.** Sponsor agrees that for and during the Term of this Agreement, Sponsor shall maintain comprehensive general liability insurance with minimum limits of at least \$2,000,000 for each occurrence and \$2,000,000 in the aggregate per annum.

9. TERM, TERMINATION, BREACH.

A. Term. This Agreement shall become effective as of the date and year first written above and shall remain in effect through the end date as set forth on the first page of this Agreement ("Term"), unless sooner terminated pursuant to the provisions of this Agreement.

B. Termination.

i. Breach. If either party materially breaches any of its obligations under this Agreement, and if such breach is not cured by the breaching party within fifteen (15) days after the non-breaching party sends written notice of such breach to the breaching party, then the non-breaching party shall have the right to terminate this Agreement effective immediately.

ii. Bankruptcy. Either party may terminate this Agreement effective immediately upon the occurrence of one or more of the following events with respect to the other: (x) there is a cessation of operations or the institution against such party of a bankruptcy proceeding, dissolution, liquidation or the appointment of a trustee or a receiver or

(y) such party makes an assignment for the benefit of creditors or admits in writing that it is unable to pay its debts as they become due.

- iii. Termination Required by League Rules. In the event that League Rules, as they may be revised from time to time, makes the termination of this agreement necessary or advisable, then Licensor shall have the right to terminate this Agreement with fifteen (15) days prior notice to Sponsor. In the event of such termination, Licensor shall reimburse Sponsor the consideration paid in advance by Sponsor, if any, for the value of Sponsor's undelivered Rights. This reimbursement of consideration shall be Sponsor's sole and exclusive remedy for such termination.

C. Effect of Termination. Termination of this Agreement as provided herein shall be without prejudice to any other rights or remedies which the terminating party may have. In the event that Licensor terminates this Agreement, all Rights granted to Sponsor hereunder shall immediately revert to Licensor and Sponsor shall immediately and permanently cease all use of the Club Marks.

D. Equitable Relief. Each party acknowledges and agrees that in the event of a breach or threatened breach by the other party of any provision in this Agreement relating to the Club Marks or Sponsor Marks, as applicable, the damage to the non-breaching party may be irreparable and extremely difficult to estimate, making any remedy at law or in damages inadequate and, accordingly, the non-breaching party shall be entitled to seek injunctive relief against the breaching party in such event in addition to any other relief (including damages) available to the non-breaching party.

10. **REPRESENTATIONS AND WARRANTIES.** Each party hereto represents and warrants to the other as follows: (i) it has the full power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) this Agreement does not create any conflicts or breaches of any other agreement or relationship binding upon it; (iii) this Agreement is a legal, valid and binding obligation of it, enforceable against it in accordance with its terms.

11. **MISCELLANEOUS.**

A. League Rules. This Agreement and all Rights granted to Sponsor under this Agreement are subject and subordinate to and limited by the League Rules, and any collective bargaining agreement applicable to League players, as they may exist from time to time.

B. Survival. The provisions of Sections 1.A, 4.B, 7, 9.C, and 11 of this Agreement shall survive expiration or earlier termination of this Agreement.

C. Omitted.

D. Assignment; Successors and Assigns; Amendment. Sponsor shall not assign, sell, transfer, or delegate any rights or obligations under this Agreement, without the prior written consent of Licensor. Licensor may assign any rights or obligations under this Agreement without the prior written consent of Sponsor, including assignment to an affiliated entity. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. This Agreement may not be amended, modified or supplemented except by a written instrument duly executed by each of Licensor and Sponsor.

- E. Confidentiality. Except as required by law or upon mutual agreement of the parties, neither party shall publicly disclose or publicize in any manner any of the specific terms of this Agreement at any time.
- F. No Joint Venture or Partnership. This Agreement shall not create a joint venture, partnership, principal-agent, employer-employee or similar relationship between Licensor and Sponsor or between League and Sponsor.
- G. Severability; Waiver. If any provisions of this Agreement or any portions thereof are invalid, illegal or unenforceable, the other provisions of this Agreement or portions thereof shall remain in full force and effect. Any failure of Licensor or Sponsor to comply with any provision of this Agreement may only be waived expressly in a written instrument duly executed by each of Licensor and Sponsor.
- H. Force Majeure.
- i. Neither party shall be in breach of this Agreement if the performance by such party of any of its obligations hereunder is prevented or pre-empted because of acts of God, civil or military authority, acts of public enemy, war, accidents, pandemics, epidemics, fires, explosions, earthquakes, floods, the elements, strikes or labor disputes (except as provided in Section 11.H.2 below) or any other cause beyond the party's reasonable control (each, an "Event of Force Majeure"), for such period of time as such event continues, provided that such party (A) uses commercially reasonable efforts to continue to perform its obligations hereunder and (B) provides periodic updates to the other party regarding the Event of Force Majeure and the estimation of such event's expected duration and probable impact on the performance of its obligations hereunder. So long as Licensor complies with this section, it shall not be deemed in breach of this Agreement due to the failure to provide Sponsor any of the rights and benefits set forth herein.
 - ii. In the event of a strike by players in USL or a lockout of the Players by USL, which results in Sponsor not receiving certain Rights hereunder, Sponsor and Licensor shall negotiate in good faith to determine similar rights of equal or greater value for Sponsor to provide to Licensor. If Licensor and Sponsor, negotiating in good faith, are unable to determine such substitute rights, then Licensor and Sponsor shall negotiate, in good faith, an equitable adjustment in the fees payable pursuant to Section 6, or where such fees are prepaid, an equitable reimbursement by Licensor. Such substitute rights and/or equitable adjustment in fees shall be Sponsor's sole and exclusive remedy.
- I. Compliance with Laws. Each party shall, and shall cause its employees and agents to, comply fully with all applicable local, state, federal, and international regulations, governmental rules and standards, including those guidelines, codes and standards of any applicable recognized self-regulatory body or industry association (collectively, "Applicable Laws") in connection with the exercise of its rights and fulfillment of its obligations under this Agreement. No provision of the Agreement shall require either party to take any action inconsistent with or which would violate any Applicable Law.
- J. Governing Law; Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island, without regard to its conflicts of laws principles. Any dispute under this Agreement shall be resolved by binding arbitration in Providence, Rhode Island, in accordance with the rules of the American Arbitration Association. The prevailing party shall be entitled to recover reasonable costs and expenses

attributable to such arbitration (including reasonable attorneys' fees) in addition to any other relief to which such prevailing party is entitled.

- K. Notices. All notices, approvals, consents and/or payments shall be in writing and given by (i) personal service (which, for the purposes hereof, shall include courier/overnight delivery) or (ii) by certified mail to Sponsor at the address set forth on the first page of this Agreement, or to Licensor at: RI FC OZ, LLC, 175 Main Street, Pawtucket, RI 02860, Attn: President; with a copy to: United Soccer League, 1715 N. Westshore Blvd, Suite 825, Tampa, FL 33607, Attention: Legal Department.
- L. Counterparts. This Agreement may be executed in any number of counterparts; each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement. PDF or electronic signatures via a reputable e-signature platform (e.g. DocuSign) shall have the same effect as original signatures.
- M. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and the provisions hereof supersede, and may not be contradicted, modified or supplemented by, evidence of any prior or contemporaneous agreements or understandings relating to the same subject matter, whether written or oral.
- N. Headings. The headings of the sections of this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement.
- O. Purchase Order Terms. Acceptance by a party of another party's purchase orders or confirmations shall not, insofar as such purchase orders or confirmations may be inconsistent herewith or additional hereto, alter, vary or add to the terms of this Agreement.