

AMENDMENT NO. 4

Official Outfitter Agreement

THIS FOURTH AMENDMENT ("**Fourth Amendment**") is effective as of July 1, 2025 ("**Fourth Amendment Effective Date**") by and between Under Armour, Inc. ("**Under Armour**") and Old Dominion University ("**University**"), as the fourth amendment to the Official Outfitter Agreement dated as of July 1, 2015 and amended (collectively, "**Agreement**"). Capitalized terms that are used but not defined in this Fourth Amendment have the meaning set forth in the Agreement.

The parties hereby agree to amend the Agreement as of the Fourth Amendment Effective Date as follows:

1. The Term of the Agreement as set forth in Amendment No.2, Paragraph 5. effective July 1, 2018, will be extended through June 30, 2030.
2. The Product Allowance in each Contract Year for the remainder of the Term as set forth in Amendment No.3, Paragraph 2. effective July 1, 2021, shall be modified to \$600,000 valued at Retail Pricing. In addition, Under Armour will provide University with: (a) \$25,000 worth of Under Armour uniforms for the Teams, and (b) \$15,000 worth of Under Armour Products for the Staff, in each Contract Year, each valued at Retail Pricing. Further, Under Armour will provide one (1) custom set of Military Appreciation game uniforms for the Football Team for a mutually agreed upon game during the Term.
3. Section 3.4 as set forth in Amendment No.3, Paragraph 5. effective July 1, 2021, shall be deleted in its entirety and replaced with the following:

"Additional Products: Annual Minimum Purchase." If in any Contract Year University requires additional Products for use by the Teams, Coaches, or Staff beyond the Product Allowance (such Products, "Additional Products"), University shall purchase any and all Additional Products (which will exclusively be Under Armour Products) from Under Armour at Team Pricing and shall not purchase such additional Products from any third party. University shall purchase a minimum of \$600,000 worth of Additional Products in each Contract Year ("Annual Minimum Purchase"). If in any Contract Year, University fails to make the Annual Minimum Purchase, Under Armour will have the right to: (a) receive the cash amount of any Annual Minimum Purchase shortfall from University, which will be due within thirty (30) days following University's receipt of invoice; or (b) terminate this Agreement immediately by providing written notice."

"In any Contract Year in which University fulfills or exceeds the Annual Minimum Purchase requirement, Under Armour will provide University with additional Under Armour Products valued at Retail Pricing worth ten percent (10%) of the total amount of Additional Products purchased by University in such Contract Year ("Product Credit"). By way of example, if in a Contract Year, University purchases \$750,000 worth of Additional Products, Under Armour will provide University with a Product Credit of \$75,000 valued at Retail Pricing."

4. The following will be added as a new Section 3.7.8 to the Agreement:

"Under Armour will explore in good faith opportunities with Under Armour retail partners for Under Armour and University co-branded Products during the Term."

5. The following will be added as a new Section 3.8 to the Agreement:

"Under Armour VIP Discount Program. Up to one hundred fifty (150) full-time University Staff with a University e-mail address will be permitted to participate in the Under Armour VIP Discount Program ("**Discount Program**"), whereby such individuals will be permitted to purchase Under Armour Products at a discounted rate for personal use. University will direct its employees to comply with all Discount Program policies, and University acknowledges and agrees that in the event a University employee violates such policies, Under Armour will have the right to terminate such employee from the Discount Program. University will submit to Under Armour its list of employees eligible for the Discount Program at the commencement of each Contract Year, and will immediately notify Under Armour in the event an employee is no longer eligible for the Discount Program and/or is no longer an employee of University. Under Armour reserves the right to change, modify, and/or eliminate the Discount Program at any time.

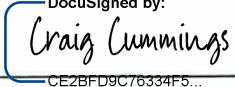
6. The following will be added as a new Section 3.9 to the Agreement:

"Branding. Under Armour will provide University up to \$25,000 worth of Under Armour branding for placement by University in high-profile, high-traffic locations in University Athletics' venues and training facilities. Under Armour will pay for the creation and shipping of such branding, and University will install and maintain such branding at University's expense."

7. In all other respects, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to be executed by their duly authorized representatives.

UNDER ARMOUR, INC.

By: 
CE2BFD9C76334F5...
Print Name: Craig Cummings
Title: VP Sales
Date: 4/23/2025

OLD DOMINION UNIVERSITY

By: 
Print Name: Chad A. Reed
Title: Executive Vice President, Administration & Finance
Date: 17 APRIL 2025

Approved for Legal Form:


Associate University Counsel
Office of University Counsel