



# E-COMMERCE VENDOR BUYING AGREEMENT

## TERMS AND CONDITIONS

This E-Commerce Vendor Buying Agreement (“**Agreement**”) is entered into as of \_\_\_\_\_, 20\_\_ (“**Effective Date**”) between **ACADEMY.COM, d/b/a Academy Sports + Outdoors** (including its parents, affiliates, and subsidiaries), located at 1800 Mason Road, Katy, Texas 77449 (“**Academy**”) and \_\_\_\_\_, located at \_\_\_\_\_ (“**Vendor**”). The parties agree as follows:

- I. Scope.** The purpose of this Agreement is to provide qualifying vendors with the opportunity to sell products through Academy’s E-Commerce business. This Agreement supplements any other agreements governing the buying and selling of products between Academy and Vendor, including any vendor buying agreements and/or purchase orders.
- II. E-Commerce.** For purposes of this Agreement, E-Commerce means sales of products by Academy to its retail customers via the Internet, Academy’s websites, or any on-line system or computer network. E-Commerce also includes any related business and marketing activities supporting such sales.
- III. Term.** The Term of this Agreement begins on the Effective Date and continues until either: (1) Academy or Vendor terminates this Agreement upon thirty (30) days written notice to the other; or (2) Vendor ceases selling products through Academy’s E-Commerce business. If terminated by either Party, the Agreement will continue to govern the sale of Vendor products purchased for E-Commerce prior to termination until such products are sold, returned, or removed from inventory so that no inventory of such products remains.
- IV. Representations and Warranties.** Vendor represents and warrants that: (1) it has the power to authorize the sale and/or display of its products on-line and as part of Academy’s E-Commerce business; (2) all product information, data, images, and/or intellectual property provided by Vendor to Academy for its E-Commerce business (a) complies with all applicable laws; (b) are accurate and that all claims contained therein have been substantiated; and (c) have been cleared for the uses contemplated hereunder; and (3) it has secured any and all clearances, permissions, approvals, authorizations, rights and licenses necessary for the use or display of all Vendor product information, data, images, and/or intellectual property provided to Academy as part of its E-Commerce business.
- V. Authorizations.** Vendor grants to Academy the non-exclusive, worldwide, royalty-free right and license to use and display any product information, specifications, warranty information,

data, images, and/or intellectual property Vendor furnishes Academy for use in its E-Commerce business during the Term of this Agreement ("Vendor Content"). Academy may use Vendor Content for any purpose related to its E-Commerce business or in furtherance of promoting Vendor's products, including use in Academy's websites, emails, and marketing or advertising campaigns. Vendor acknowledges that Academy is relying upon Vendor to ensure that all Vendor Content is accurate and complete, and Vendor agrees to notify Academy and revise and resubmit Vendor Content promptly upon discovery that it is inaccurate or incomplete.

- A. Academy agrees that it will not make modifications or alterations to Vendor Content without Vendor's prior written approval.
- B. Except for the limited license granted to Academy herein, Vendor retains all right, title, and interest to Vendor Content.

**VI. Intellectual Property of Academy.** Vendor acknowledges and agrees that all patents, designs, trade names, trademarks, copyrights, trade secrets, or other intellectual property owned or controlled by Academy shall be and remain the sole property of Academy.

**VII. INDEMNIFICATION. VENDOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ACADEMY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, ARISING OUT OF OR RELATED TO ANY (A) ALLEGED DEFECT IN OR INJURY FROM VENDOR'S PRODUCTS; (B) ALLEGED FAILURE OF VENDOR OR VENDOR'S PRODUCTS TO COMPLY WITH THIS AGREEMENT OR ANY LAWS, REGULATIONS, WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF VENDOR; (C) ALLEGATIONS CONCERNING VENDOR CONTENT; (D) NEGLIGENT OR GROSSLY NEGLIGENT ACTION, INACTION, OMISSION OR INTENTIONAL MISCONDUCT OF VENDOR; AND/OR (E) USE OF OR INFRINGEMENT UPON ANY INTELLECTUAL PROPERTY RIGHT OF VENDOR.**

**ACADEMY SHALL MUTUALLY INDEMNIFY VENDOR FROM ANY (A) ALLEGED FAILURE OF ACADEMY TO COMPLY WITH THIS AGREEMENT; (B) NEGLIGENT OR GROSSLY NEGLIGENT ACTION, INACTION, OMISSION OR INTENTIONAL MISCONDUCT OF ACADEMY; AND/OR (C) USE OF OR INFRINGEMENT UPON ANY INTELLECTUAL PROPERTY RIGHT OF ACADEMY.**

**VIII. Choice of Law.** The laws of the State of Texas govern this Agreement and any disputes arising hereunder. Except injunctive or other equitable relief, Academy and Vendor agree that, as a condition precedent to the institution of any action regarding disputes arising under this Agreement, such disputes shall first be submitted to mediation before a professional mediator selected by the parties, at a mutually agreed time and place, and with the mediator's fees split equally between the parties. If mediation is unsuccessful, the parties agree to submit disputes to state or federal court in Harris County, Texas.

- IX. Assignment.** Either Party may assign this Agreement to a present or future parent, subsidiary, or affiliated entity, including a future successor or party acquiring all or part of the Party's business. All other assignments, transfers, or delegations require written consent of both Parties. Any attempted assignment or transfer in contravention of this Section shall be void.
- X. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, negotiations, representations or proposals or any kind, whether written, oral or otherwise. Neither party has relied upon any statements, representations or other communications that are not contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**ACADEMY.COM**

**Signature:**\_\_\_\_\_

**Printed Name:**\_\_\_\_\_

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

**Date:**\_\_\_\_\_

**VENDOR**

**Signature:**\_\_\_\_\_

**Printed Name:**\_\_\_\_\_

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

**Date:**\_\_\_\_\_