

ASSOCIATE HEAD MEN'S BASKETBALL COACH EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is between The University of Texas at Austin (the "University") and Rodney Terry, Associate Head Men's Basketball Coach ("Associate Head Coach") (collectively, the "Parties"). This Agreement terminates and replaces any prior agreement between the Parties relating to the employment of Associate Head Coach by the University.

For and in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. PURPOSE

The Parties have entered into this Agreement because the University desires to employ Associate Head Coach as the Associate Head Men's Basketball Coach, for the period provided and Associate Head Coach desires to serve the entire term of this Agreement, a long-term commitment by the Parties being critical to Associate Head Coach's decision to enter into this Agreement and the University's desire to run a stable Intercollegiate Men's Basketball Program (the "Program"). The Parties agree that, although this Agreement is athletics-related, the primary purpose of the University and, accordingly, of all its legal arrangements, including this Agreement, is educational. Associate Head Coach recognizes the importance of the maintenance and observance of the principles of institutional control over the Program. Associate Head Coach agrees to recognize and respect the organizational structure of the University in the execution of his duties under this Agreement.

2. DEFINITIONS

As used in this Agreement (including within these paragraphs) the following terms shall have these meanings:

"NCAA" shall mean the National Collegiate Athletic Association.

"Big 12" or "Conference" shall mean the Big 12 Conference or any successor conference.

"Governing Athletics Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto, promulgated hereafter by the NCAA or the Big 12 or any successor of such association or conference, or by the Vice President and Athletics Director ("Athletics Director") in the conduct and administration of the University's Athletics Department ("Athletics Department").

"University Rules" shall mean *Rules and Regulations* of the Board of Regents of The University of Texas System, the rules and policies of The University of Texas System, the rules and policies of The University of Texas at Austin, and the rules and policies of the Athletics Department.

3. TERM OF EMPLOYMENT

The term of this Agreement shall begin on April 8, 2021 (the “Effective Date”), and shall terminate on March 31, 2024 (the “Term”), subject to the provisions below for termination. To extend or renew the Term of this Agreement, both Parties must sign a written agreement to do so. Associate Head Coach agrees that oral agreements to renew or extend this Agreement are invalid and non-binding. This Agreement in no way grants Associate Head Coach a claim to tenure in employment, nor shall Associate Head Coach’s service pursuant to this Agreement count in any way toward tenure at the University.

4. ASSOCIATE HEAD COACH’S DUTIES AND RESPONSIBILITIES

A. Recognition of Duties. Associate Head Coach will serve as an associate head coach for the Program at the University. Subject to the other provisions of this Agreement, Associate Head Coach shall devote his full time, skill, and attention to the performance of his duties as Associate Coach. He will report directly to and act and perform to the reasonable satisfaction of the Head Men’s Basketball Coach (“Head Coach”), who will determine Associate Head Coach’s duties and responsibilities. Within forty-five (45) days following the conclusion of each season, Head Coach shall evaluate Associate Head Coach’s performance.

B. General Duties and Responsibilities. Associate Head Coach is responsible for the duties associated with a Division I Basketball program including assisting the Head Coach with the following: prospect evaluation, recruiting, training, coaching, competing successfully, student-athlete academic achievement, student-athlete conduct and welfare, compliance with the Governing Athletics Rules and University Rules, scheduling assistance, and the overall effective performance of the Program’s student-athletes.

C. Specific Duties and Responsibilities. In addition to the general duties and responsibilities set out above, the duties and responsibilities assigned to the Associate Head Coach in connection with the Program are set forth below. Associate Head Coach’s job duties and responsibilities may be reviewed and revised from time to time by the Head Coach. The list of specific duties and responsibilities supplements, and is not exclusive of, other general duties and responsibilities provided for elsewhere in this Agreement. The specific responsibilities of the position include, but are not limited to, the following:

(1) Associate Head Coach will be responsible for customary associate head coach coaching decisions including, without limitation, assisting the Head Coach upon his request with the systems and strategies used on the court (both in practice and actual game play), planning practice schedules and training schedules, selection of team members, position assignment of players, scouting the opponent, breaking down video, and all other matters relating to the preparation, practice for, and playing of games.

(2) Associate Head Coach will comply with the academic policies established by the University and the NCAA. Associate Head Coach shall assist the Head Coach in maintaining an environment in which the pursuit of higher education is a priority as reflected by class attendance, grade point averages, the NCAA academic progress rates (APR), the NCAA graduation success rate (GSR), and the NCAA and federal graduation rates.

(3) The University has established an expectation of ethical conduct at all levels of University life. In accordance with this tradition, Associate Head Coach, as a member of the University's Athletics Department, agrees to represent the University in an honorable and ethical manner at all times. Standards for ethical conduct are established and enforced by the University, The University of Texas System, the Big 12, and the NCAA.

(4) Associate Head Coach agrees to recruit student-athletes who are likely to meet the University and NCAA's academic requirements.

(5) Associate Head Coach will assist the Head Coach upon his request with prospective student-athlete recruiting, including recruiting contacts, evaluations, official visits, telephone calls and other communications, and any travel-related activities of prospective student-athletes.

(6) Associate Head Coach will be required to perform such services in connection with camps and clinics as may be assigned by the Head Coach.

(7) Associate Head Coach recognizes that his statements about the University and its administrators are often publicized and he agrees to use his best efforts to keep positive and constructive in tone any public comments he makes about University policies or actions taken by senior administrators.

(8) If the University enters into agreements with various manufacturers and distributors to provide athletic equipment, supplies, and accessories ("Products") for the University's Athletics Department or the Program, then in accordance with the terms of such agreements, Associate Head Coach will participate in promotional activities and endorse those Products that are provided for use in the Program. Associate Head Coach will be required to use the Products in practice, games, and at public appearances in accordance with the terms of any such agreements.

(9) Associate Head Coach agrees to participate in all education and training programs as required of his position and shall adhere to the University Rules and Governing Athletics Rules. Associate Head Coach shall seek clarification for any rule, policy or procedure he is unsure of prior to engaging in any action that may result in any violation.

(10) Associate Head Coach will be a Campus Security Authority ("CSA") as defined by the Clery Act. As a CSA, Associate Head Coach will comply with University policies on the reporting of crime statistics and related information to the official designated by the University for the purposes of Clery Act reporting.

(11) In compliance with Title IX of the Education Amendments of 1972 and Texas Education Code Sec. 51.252, Associate Head Coach will be a Non-Confidential Employee as defined by University policies on Sex Discrimination, Sexual Harassment, Sexual Assault, Interpersonal Violence and Stalking. As a Non-Confidential Employee, Associate Head Coach will report incidents of such prohibited conduct to the University's Title IX Coordinator or Deputy Title IX Coordinator as required by applicable law or University policy.

(12) Associate Head Coach shall also perform such other duties and responsibilities as may be assigned from time-to-time by the Head Coach.

(13) Associate Head Coach shall engage in fair, safe and responsible treatment of student-athletes in the Program, and will avoid behavior that jeopardizes a student-athlete's health, safety or welfare. Associate Head Coach understands and agrees that the final medical decisions regarding student-athlete participation in organized practices and/or competitions shall be made by the medical and training room staff.

(14) Associate Head Coach will assist the Head Coach to maintain and enforce conduct (both on and off the court), disciplinary rules and sanctions, fairly and uniformly for all student-athletes in the Program, so as to ensure academic and moral integrity while encouraging excellence.

D. NCAA and Other Governing Athletics Rules and University Rules.

(1) Associate Head Coach agrees to know, recognize, and comply in all respects with NCAA and other Governing Athletics Rules and University Rules. In the performance of all his duties and obligations under this Agreement, Associate Head Coach will abide by and comply with all Governing Athletics Rules and University Rules and all decisions issued by the University. Pursuant to Section 7.A, violations of any Governing Athletics Rules or University Rules by Associate Head Coach may be sufficient cause for disciplinary action.

(2) If, at any time during the Term of this Agreement, Associate Head Coach knows, or has reasonable cause to believe that he or any student-athlete or other coach of any University Athletics program, any student; faculty member, or agent or employee of the University, or any outside individual has violated, or allowed or caused to be violated, any Governing Athletics Rules or University Rules; or if Associate Head Coach receives notice or information that the NCAA or the Big 12 intends to investigate or to review any alleged violations of Governing Athletics Rules or University Rules; or if Associate Head Coach receives notice or information that any law is alleged to have been violated by any student-athlete or coach of any University Athletics program, including himself; he must immediately report such information, knowledge or belief to the Head Coach, Athletics Director and to the Athletics Risk Management and Compliance staff as appropriate. If such information, knowledge, or belief includes allegations that the Head Coach or Athletics Director was complicit in the alleged violation, Associate Head Coach must immediately report such information, knowledge, or belief to the President of the University ("President").

(3) Pursuant to NCAA Bylaws 11.2.1 & 19.2.3, Associate Head Coach has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case. Specifically, full cooperation includes, but is not limited to:

- (a) affirmatively reporting instances of noncompliance to the University or the NCAA in a timely manner and assisting in developing full information to determine whether a possible violation has occurred and the details thereof;
- (b) timely participation in interviews and providing complete and truthful responses to ensure full compliance with NCAA ethical conduct rules (Bylaw 10.1);
- (c) making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested to ensure full compliance with NCAA ethical conduct rules (Bylaw 10.1);
- (d) disclosing and providing access to all electronic devices used in any way for business purposes;
- (e) providing access to all social media, messaging and other applications that are or may be relevant to the investigation; and
- (f) preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions.

(4) If Associate Head Coach is found to be in violation of Governing Athletics Rules, whether while employed by the University or during prior employment at another NCAA member institution, Associate Head Coach shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay, or the employment of Associate Head Coach may be terminated as provided in Section 7.A of this Agreement.

5. OTHER EMPLOYMENT

During the Term of this Agreement, Associate Head Coach shall either (a) not engage in any other employment or outside activities, act in a consulting or independent contractor capacity to any person, partnership, association, or corporation, or receive any athletically-related income or benefit from sources outside the University; or (b) be permitted to engage in outside employment or outside activities only after receiving the prior written approval of the Athletics Director (or the Athletics Director's delegate) and the President of the University ("President") or President's delegate, in accordance with University Rules on outside employment and outside activities. Each request for approval must be in writing and shall specify the source and amount of the income or benefit to be received, and approval shall be required annually for continuing positions. Associate Head Coach shall also make a written annual report through the Athletics Director to the President

specifying the amount of all income and benefits from sources outside the University in accordance with all University Rules and Governing Athletic Rules. Except when Associate Head Coach is required by the University to endorse, promote, appear in advertisements of, or consult with regard to athletic equipment or accessories for the purpose of complying with contractual obligations of the University, the name, marks, or logos of the University may not be used and Associate Head Coach may not utilize University time, resources or his relationship with the University (1) for purposes related to any employment, consulting, or athletically related activities of Associate Head Coach, other than for the University, or (2) in connection with Associate Head Coach's endorsement, support, promotion, or advertisement of any person, partnership, corporation, association, product, or service.

The Parties agree that, should another coaching opportunity be presented to Associate Head Coach during the Term of this Agreement, Associate Head Coach must notify the Head Coach of such opportunity or interest and permission must be given to Associate Head Coach by the Head Coach (or Head Coach's delegate) before any further discussions can be held by Associate Head Coach or his representative with the anticipated coaching position principals. Such permission shall not be unreasonably withheld.

6. COMPENSATION AND BENEFITS

A. Base Salary.

(1) Effective April 8, 2021, the annual gross Base Salary for duties performed by Associate Head Coach under this Agreement shall be \$500,000 payable in (twelve) 12 monthly installments.

(2) Associate Head Coach will also receive all other regular employment fringe benefits provided by the University to similarly-situated administrative and professional non-tenured, at-will employees of the University. Associate Head Coach acknowledges and agrees that such regular employment benefits may be modified from time to time, including, without limitation, terminated, as provided for by legislative action of the State of Texas or by action of the Board of Regents of The University of Texas System or the University.

B. Supplemental Compensation and Benefits. For the period that Associate Head Coach serves as an associate head men's basketball coach with the Program, he will also be entitled to the supplemental compensation and benefits found in this Section 6.B. Each of these benefits is subject to the University Rules and Governing Athletics Rules. In the event any of these benefits does not comply with the University Rules and Governing Athletics Rules, the non-compliant benefit(s) shall be null and void.

(1) Automobile. For the period that Associate Head Coach is an Associate Head Coach with the Program, the University will provide one (1) courtesy automobile from an assigned dealership for Associate Head Coach's use. Associate Head Coach will comply with all University Rules and Governing Athletics Rules relating to the use of the automobile. Associate Head Coach will report the business and personal use of the automobile monthly to the Office of the Senior Vice President and Chief Financial Officer, in a format determined by that office. The personal use of such automobile will be valued

according to the guidelines of the Internal Revenue Service and reported as income to Associate Head Coach.

(2) Club Membership. For the period that Associate Head Coach is an Associate Head Coach with the Program, he may be eligible for certain club memberships, in accordance with the Athletics Department's policies and procedures, and based on availability and business need. Certain University-paid, or reimbursed expenses may be considered as taxable income per Internal Revenue Service guidelines.

(3) Tickets. For the period that Associate Head Coach is an Associate Head Coach with the Program, he will be eligible to receive tickets to basketball and other athletics contests, in accordance with the Athletics Department's policies and procedures.

(4) Relocation/Moving/Temporary Housing. The University will provide Associate Head Coach a one-time relocation, moving and temporary housing allowance (a gross lump sum taxable payment of \$29,000), in accordance with the Athletics Department's policies and procedures. This allowance will be paid within sixty (60) days of the Effective Date.

(5) Performance Incentives. As a supplement to Associate Head Coach's compensation, the University may pay the following percentages (not to exceed a total of thirty percent (30%) of Base Salary) upon attainment of specified goal(s). The payment(s) is contingent upon the Program being in compliance with all Governing Athletics Rules and University Rules, and the lack of any pending or active NCAA or Conference investigations or major violations of which Associate Head Coach knew or should have known. Associate Head Coach must coach in regular and post-season game(s) to receive the incentive payment(s). Payment(s) will be made to Associate Head Coach within sixty (60) days after final goal is accomplished.

(a) Conference Championship:

(i) Two and a half percent (2.5%) of then applicable Base Salary in any contract year in which the team wins or shares the Regular Season Conference Championship; and

(ii) Two and a half percent (2.5%) of then applicable Base Salary in any contract year in which the team wins the Conference Tournament Championship.

(b) NCAA Tournament: the highest of the following NCAA Division I Basketball Tournament achievement:

(i) Five percent (5%) of then applicable Base Salary in any contract year in which the team participates in the NCAA Division I Basketball Tournament; or

(ii) Seven and a half percent (7.5%) of then applicable Base Salary in any contract year in which the team advances to the Round of thirty-two (32) of the NCAA Division I Basketball Tournament; or

(iii) Ten percent (10%) of then applicable Base Salary in any contract year in which the team advances to the Round of sixteen (16) of the NCAA Division I Basketball Tournament; or

(iv) Twelve and a half percent (12.5%) of then applicable Base Salary in any contract year in which the team advances to the Round of eight (8) of the NCAA Division I Basketball Tournament; or

(v) Fifteen percent (15%) of then applicable Base Salary in any contract year in which the team advances to the Round of four (4) of the NCAA Division I Basketball Tournament; or

(vi) Seventeen and a half percent (17.5%) of then applicable Base Salary in any contract year in which the team advances to the Round of two (2) of the NCAA Division I Basketball Tournament; or

(vii) Twenty-five percent (25%) of then applicable Base Salary in any contract year in which the team wins the NCAA Division I Basketball Tournament Championship game.

C. Deductions from Compensation. Payments to Associate Head Coach by the University pursuant to the terms of this Agreement shall be subject to all deductions required by state and federal law or regulation. The University will make such other deductions permitted by law and authorized by Associate Head Coach in writing.

7. SUSPENSION AND TERMINATION

A. Suspension or Termination by the University for Cause. The University shall have the right and option to either suspend Associate Head Coach for a period of time with or without pay or to terminate Associate Head Coach's employment and this Agreement for cause prior to the expiration of the Term stated in Section 3 above. In the event this Agreement is terminated for cause, all obligations of the University to make further payment or provide any other consideration hereunder shall cease as of the date of termination. In no case shall the University be liable to Associate Head Coach for the loss of any collateral business opportunities, or any benefits, perquisites, income or consequential damages suffered by Associate Head Coach as a result of the University's termination of his employment. The term "cause" shall include, without limitation, any of the following:

(1) Failure or refusal by Associate Head Coach to perform any of the obligations, duties or responsibilities outlined in Section 4 or any such refusal or unwillingness to perform any of such obligations, duties or responsibilities in good faith and to the best of Associate Head Coach's abilities; or

(2) A serious or major violation or a pattern of violations, whether intentional or negligent, by Associate Head Coach of any Governing Athletics Rules or University Rules, which violation may, in the reasonable judgment and discretion of the Athletics Director, reflect adversely upon the University, the Program, or The University of Texas

System, including, but not limited to, any violation which may result in the University being investigated or placed on probation by the NCAA or the Big 12; or

(3) Failure by Associate Head Coach to report immediately to the Head Coach, Athletics Director, and Athletics Risk Management Compliance staff, as appropriate, any alleged violations of the Governing Athletics Rules or University Rules by Associate Head Coach or by other coaches, staff, student-athletes, or other persons that become known to Associate Head Coach; or

(4) Failing or refusing to cooperate, or provide information or documents in response to any reasonable request, inquiries or investigations by the University, The University of Texas System, the NCAA, the Big 12, a law enforcement agency, or any other governing body concerning or related to the supervision of the Program, or directing or otherwise instructing any coach, staff member, student-athlete or other person not to cooperate or comply with such an inquiry or investigation; or

(5) Any fraud or dishonesty by Associate Head Coach while performing the duties required by this Agreement, including, but not limited to, falsifying, altering or otherwise fraudulently preparing any document(s) or record(s) of, or required by The University of Texas System, the University, the NCAA, or the Big 12 pertaining to the Program, recruits or student-athletes, transcripts, eligibility forms, compliance reports, expense reports, or any other document pertaining or related to any sanction of the Program; or

(6) Any conduct, including acts or omissions, that misleads the University, the Head Coach, or the Athletics Director about any matters related to the Program; or

(7) Any prolonged absence from the performance of Associate Head Coach's obligations, duties and responsibilities under this Agreement without prior consent of the Head Coach; or

(8) Engaging in, assisting, encouraging, or soliciting others to engage in bookmaking, illegal gambling, or betting of any type involving any intercollegiate or professional athletic contest; or

(9) Possession, use, sale, or manufacture of any narcotics, drugs, or other controlled substances or steroids or other chemicals in a manner which is prohibited by the University Rules or Governing Athletics Rules, or allowing, encouraging, or condoning the possession, use, sale, or manufacture of any narcotics, drugs, alcohol, controlled substances, steroids or other chemicals by any student-athlete in a manner which is prohibited by the University Rules or Governing Athletics Rules, or failure or refusal to fully participate and cooperate in the University's implementation and enforcement of any narcotic, drug, alcohol, controlled substance, steroid, or other chemical testing program(s); or

(10) Engaging in conduct that violates any Governing Athletics Rules or University Rules concerning (a) consensual relationships between employees and students or (b) sexual harassment; or

(11) Any conduct (a) that the University administration reasonably determines is unbecoming to an associate head coach and reflects poorly on the University, the Program, or The University of Texas System; or (b) resulting in a criminal charge being brought against Associate Head Coach involving a felony, or any crime involving theft, dishonesty, or moral turpitude; or

(12) Any cause adequate to sustain the termination of any similarly-situated employee of the University; or

(13) Failure by Associate Head Coach to immediately report to the University's Title IX Coordinator or Athletics Director, or Deputy Title IX Coordinator as required by applicable laws or University policies, any information Associate Head Coach knows relating to alleged or suspected sex discrimination, sexual harassment, sexual assault, sexual misconduct, interpersonal violence or stalking.

The University shall have no obligation to use progressive discipline regarding Associate Head Coach's misconduct. Any University decision to utilize progressive discipline shall not create any future obligation for the University to use progressive discipline.

B. Termination by the University without Cause. The University shall have the right to terminate Associate Head Coach's employment and this Agreement without any reason and without cause prior to the expiration of the Term stated in Section 3 above. In the event this Agreement is terminated without cause, (1) all obligations of the University to Associate Head Coach pursuant to this Agreement shall cease as of the date of any such termination, (2) Associate Head Coach shall be eligible for any post-termination benefits applicable to regular employees of the University (i.e. COBRA insurance eligibility, et al), and (3) the University will pay to Associate Head Coach, in lieu of any and all other legal remedies or equitable relief available to Associate Head Coach, liquidated damages equal to one hundred percent (100%) of the total remaining Base Salary due to Associate Head Coach through the expiration of the otherwise unexpired Term stated in Section 3 (the "Payout Period"). Such liquidated damages shall be paid in installments on a monthly basis through the Payout Period.

Associate Head Coach acknowledges that he will minimize the payments due to him under Section 7.B and agrees to make every reasonable effort to obtain new basketball-related employment as long as the University has the obligation to make payments under Section 7.B. Associate Head Coach agrees any new employment shall include customary and reasonable terms and conditions of compensation, without structuring or timing compensation to avoid minimizing the payments owed by the University. If Associate Head Coach obtains new basketball-related employment during the Payout Period, the University's financial obligations under Section 7.B shall be reduced by taking an offset in the amount of one hundred percent (100%) of the compensation received in the same corresponding year by Associate Head Coach in his new position. Associate Head Coach shall immediately, upon acceptance of new basketball-related employment, notify the Athletics Director in writing of such employment and the total compensation to be paid to Associate Head Coach for the employment. In addition, Associate Head Coach agrees to provide the University with a copy of his W-2 or other relevant tax form(s) for each calendar year as long as the University has the obligation to make payments under Section 7.B.

If the University ends this Agreement without cause prior to the expiration of the Term stated in Section 3 above, in accordance with the provisions of Section 7.B hereof, the University in no case shall be liable for Associate Head Coach's loss of any collateral business opportunities or any other benefits, perquisites, or income resulting from activities such as, but not limited to, camps, clinics, media appearances, personal appearances, radio, television, internet, marketing and promotional services, apparel or shoe agreements, equipment agreements, consulting relationships, or from any other sources that may result from the University's termination of this Agreement without cause.

C. Termination of Employment by Associate Head Coach. If Associate Head Coach terminates his employment under this Agreement prior to its expiration, his compensation and benefits, to the extent not already vested, shall cease upon the termination date. In addition, Associate Head Coach shall pay or cause his prospective new employer or other third party to timely pay, to the University as liquidated damages, an amount equal to: (i) two hundred percent (200%) of the Base Salary in effect on the termination date, if such termination occurs during the first one hundred-eighty (180) days following the Effective Date of this Agreement; or (ii) in the event such termination occurs after the aforementioned one hundred-eighty (180) day period expires but before the final game of the University's 2024 basketball season (including the post-season), fifty percent (50%) of the Base Salary in effect on the termination date. Notwithstanding the foregoing, should Associate Head Coach terminate his employment with the University for a head coach position in the National Basketball Association or as a head coach of another Division I intercollegiate basketball program, these liquidated damages shall be waived. Payment of said liquidated damages will be in a single lump sum amount with payment to be made within seventy-five (75) days of Associate Head Coach ceasing to be University's employee.

D. Waiver of Claims. The financial consequences of termination of this Agreement or suspension hereunder are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension effected in accordance with the procedures established in this Agreement, neither Associate Head Coach nor the University shall be entitled to receive, and each hereby waives any claim against the other, and their respective officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including, without limitation, loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speech, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation resulting from the fact of termination, the public announcement thereof, or the release by the University or Associate Head Coach of information or documents required by law. Associate Head Coach acknowledges that, in the event of termination of this Agreement for cause, without cause or otherwise, Associate Head Coach shall have no right to occupy the position of Associate Head Coach and that his sole remedies are provided herein and shall not extend to injunctive relief.

E. Termination for Disability/Death. Consistent with University policy, if Associate Head Coach dies or becomes permanently disabled to the extent that Associate Head Coach cannot satisfactorily perform the duties of Associate Head Coach, this Agreement shall terminate and all obligations of the University to compensate Associate Head Coach pursuant to this Agreement shall cease as of the date of such death or disability determination. The University shall be obligated to compensate Associate Head Coach or Associate Head Coach's estate in accordance

with this Agreement for services performed prior to the termination date and Associate Head Coach or Associate Head Coach's estate shall be entitled to those benefits, if any, that are payable under any University sponsored group employee insurance or benefit plan in which Associate Head Coach is or was enrolled.

8. MISCELLANEOUS

A. Merger and Amendment. The provisions of this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and no prior or contemporaneous agreement, either written or oral, shall have the effect of varying the terms hereof. No amendment to this Agreement shall be effective unless reduced to writing and signed by the Parties.

B. Unenforceability of Provisions. The provisions of this Agreement are severable. If any provision of this Agreement is determined by a proper court or authority to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect or impair the remainder of this Agreement, and this Agreement shall remain in full force and effect without such invalid, illegal, or unenforceable provision.

C. Governing Law. This Agreement shall be construed, enforced, and governed by and in accordance with the laws of the State of Texas. The University and Associate Head Coach agree that venue for any dispute arising from or related to employment shall be in Travis County, Texas. This provision does not prevent the University from removing to federal court any action brought in state court, and Associate Head Coach hereby consents to, and waives any objections to such removal.

D. Force Majeure. If either party is unable to perform any obligation under the Agreement because of an epidemic, war, riot, civil unrest, fire, air space closure, ground stop, act of nature and other causes not within the control of that Party, then the performance of both Parties is excused until such matters are resolved to the extent that performance may resume.

E. Exemptions, Privileges, and Immunities. It is expressly agreed and understood between the Parties that nothing contained herein shall be construed to constitute a waiver by the University of its right to claim such exemptions, privileges, and immunities as may be provided by law.

F. Mutual Understanding. Each Party has read this Agreement, fully understands the contents of it, has had the opportunity to obtain independent legal advice regarding the Agreement's legal effect, and is under no duress regarding its execution.

G. Confidential Information; University Property. Associate Head Coach acknowledges that while employed by University Associate Head Coach will occupy a position of trust and confidence and will receive and have access to Confidential Information, as hereinafter defined. Associate Head Coach acknowledges that such Confidential Information is specialized, unique in nature and of great value to the University, and that such information gives the University a competitive advantage. During the Term and thereafter, Associate Head Coach shall not use the Confidential Information or disclose the Confidential Information to any third party, except (i) as required to perform Associate Head Coach's duties to the University in a manner consistent with

professional standards and obligations; (ii) as authorized by the University; (iii) in furtherance of the University's legitimate business interests; and (iv) to comply with applicable laws or policies. Notwithstanding the foregoing, in no event shall Associate Head Coach use or disclose (unless required by judicial or government order) Confidential Information if such use or disclosure will expose the University to competitive disadvantage, legal liability, or will otherwise harm the University. For purposes of this Agreement, "Confidential Information" means any information not generally available to the public or not in the public domain at the time of separation regarding the University, including, but not limited to, all personnel and student records; recruiting records and activities; Program activities, such as nutrition and strength activities; Program film; Program budgets, projections, or other financial information; vendor contracts; information regarding actual or potential NCAA, Big 12, legal or regulatory proceedings, and any other information that should by its nature or context be recognized as University property or confidential information. Within 10 days of the expiration of this Agreement or its earlier termination with or without cause by either party, Associate Head Coach shall immediately deliver or return to the University all property furnished by the University to Associate Head Coach in the course of Associate Head Coach's employment by the University, including, without limitation, computer equipment, car, keys, and documents, records, lists, data, drawings, prints, and notes related to University business.

H. Counterparts. This Employment Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same Employment Agreement. It is further agreed by the Parties that a signature transmitted electronically or by facsimile shall be acceptable and binding and shall be treated for all purposes in the same manner as an original signature.

I. Disclosure. The Parties acknowledge and agree that the University is required to comply with the Texas Public Information Act.

J. Review. This Agreement is subject to review and approval by the President and the Executive Vice Chancellor for Academic Affairs or his delegate.

Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto, having represented and warranted their authority to enter into and execute this Agreement, have executed this Agreement effective as of the beginning of the Term stated in Section 3 above.

THE UNIVERSITY OF TEXAS AT AUSTIN

ASSOCIATE HEAD MEN’S BASKETBALL COACH

By: 

Christopher M. Del Conte
Vice President and Athletics Director

By: 

Rodney Terry
Associate Head Men’s Basketball Coach

Date: 2021-04-15 | 17:11:06 PDT

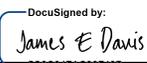
Date: 2021-04-15 | 15:27:43 PDT

By: 

Jay Hartzell
President

Date: 2021-07-07 | 17:52:09 CDT

APPROVED AS TO LEGAL FORM:

By: 

James E. Davis
Vice President for Legal Affairs

Date: 2021-04-26 | 07:19:30 PDT

APPROVED BY THE UNIVERSITY OF TEXAS SYSTEM:

By: 

Archie L. Holmes, Jr., Ph.D.
Executive Vice Chancellor of Academic Affairs

Date: 7/27/2021
