

## AEG PRESENTS LLC TERMS & CONDITIONS (12/18)

These Terms & Conditions supplement and are fully incorporated into the Sponsorship Agreement (“Agreement”) between Producer and Sponsor relating to the Event (or Events, as applicable) identified in the Agreement.

**Representations and Warranties.** Each party represents and warrants: (a) it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement constitutes a valid, binding and enforceable agreement of such party, (b) it shall perform its activities under this Agreement in accordance with all applicable Federal, state and local laws and regulations, (c) the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound, and (d) it shall, at its own cost, apply for and secure any and all permits, licenses or other consents which may be required for the performance of its obligations under this Agreement. In addition, Sponsor represents, warrants and covenants to Producer that: (a) it will comply with venue and Event(s) rules as such may be amended from time to time; and (b) to the extent that Sponsor is providing products as part of its sponsorship, that all products furnished by it shall be of high quality, shall be free from product defects and shall be merchantable and suited for their intended purposes.

**Indemnification.** The parties hereby agree to protect, defend, indemnify and hold harmless each other, and their respective affiliates, co-Producers (if any), officers, directors, shareholders, members, agents, licensees and/or employees from and against any and all claims, demands, damages, losses or expenses, of any nature whatsoever, including court costs and reasonable attorneys' fees, arising directly or indirectly from or out of any breach by that party or its affiliates, officers, directors, shareholders, members, agents, subcontractors and employees of any of its representations, warranties or obligations hereunder or their negligence or willful misconduct, except to the extent attributable to the negligence or willful misconduct of the other party. This section shall survive the termination of this Agreement.

**Insurance.** Producer and Sponsor will procure and maintain in force with duly licensed insurance carriers the following occurrence-based insurance for the duration of this Agreement: (i) worker's compensation insurance coverage adequate to comply with all statutory requirements covering all persons employed by such party hereunder and employer's liability with minimum limits of at least One Million Dollars (US\$1,000,000.00), including a waiver of subrogation; (ii) commercial general liability insurance covering bodily injury and property damage and personal and advertising injury, with minimum limits of at least One Million Dollars (US\$1,000,000.00) per occurrence and Two Million Dollars (US\$2,000,000.00) in the aggregate, and (iii) to the extent applicable as it would pertain to the obligations hereunder, business auto liability insurance with a limit of not less than One Million Dollars (US\$1,000,000) combined single limit covering all owned, hired and borrowed autos. The insurance required in (ii) and (iii) above for Sponsor shall be considered primary and non-contributory insurance and all insurance carried by Producer, its agents, employees, and the parties for which it is operating, shall be considered secondary in relation thereto. Within seven (7) days of the execution of this Agreement and prior to Sponsor's access to any Event, each party will deliver to the other party certificates evidencing the existence of the insurance required by this Agreement and with an endorsement which shall: (a) in the case of Producer, endorse Sponsor as an additional insured under the policies in (ii) and (iii) above and (b) in the case of Sponsor, endorse Producer, AEG Presents LLC, Anschutz Entertainment Group Inc. and their respective parents, affiliates, subsidiaries, officers, directors, representatives, shareholders, members, agents, employees, subcontractors and any other party reasonably designated by Producer as additional insureds under the policies in (ii) and (iii) above. Such certificates shall also provide that such coverage will not be canceled or the subject of a material adverse amendment without at least ten (10) days prior written notice to Producer. Upon any cancellation and/or material adverse amendment of any such insurance coverage, and prior to the effective date thereof, Sponsor will deliver evidence of replacement insurance to Producer.

**Intellectual Property.** The parties each represent that they own all trademarks, service marks, names, logos, designs, product identifications, artwork and other symbols and devices associated with the Event(s), in the case of Producer (“Event Trademarks”), and associated with the products, services and brand of Sponsor that are the subject of this Agreement (and with the products or materials Sponsor provides or uses for the purposes of this Agreement) (“Sponsor Trademarks,” and together with the Event Trademarks, collectively, the “Trademarks”), or otherwise have the right to grant and to use such Trademarks as contemplated herein. The parties each grant to the other a limited right to use only for the purposes of advertising and promoting the Event(s) and only during the term of this Agreement, the Trademarks, and any copyrighted or copyrightable materials that include any marks or names related thereto (the “Intellectual Property”). All reproduction and use of the Intellectual Property

of either party shall be under the strict control and supervision of the owner. All Intellectual Property supplied to the other party under this Agreement shall belong to and remain the sole property of the owner and neither party shall have or acquire any right to copy, reproduce, publish or use such other party's Intellectual Property except in connection with the specific purposes of and in accordance with this Agreement. Upon full termination or expiration of this Agreement, usage of such other party's Intellectual Property shall cease and neither party is entitled thereafter to use or refer to the other party's Intellectual Property in any manner except for Intellectual Property already incorporated into materials related to the Event(s). Any public announcement regarding this Agreement or the Event(s) shall be made only with the mutual consent of the parties as to form and content.

**Assignment.** Neither party shall have the right or power to assign its rights or obligations under this Agreement without the written consent of the other party. Notwithstanding the foregoing, Producer may assign this Agreement or any of its rights and obligations hereunder to (i) an affiliated or related party, or (ii) any person that acquires all or substantially all of the assets of Producer, in each case, as applicable, without the prior written consent of Company. Any purported assignment not in accordance with this section shall be null and void.

**Force Majeure.** In the event either party is unable to carry out its material obligations under this Agreement by reason of a Force Majeure Event (as defined below), the same shall not constitute a breach of this Agreement by such party. As used herein, the term “Force Majeure Event” shall mean the occurrence of an event outside the reasonable control of either party such as artist death or illness; accident; an act or regulation of public authority; fire; riot or civil commotion; labor dispute; terrorist acts or threats; acts or declarations of war; disease; epidemic; substantial interruption in, or substantial delay or failure of, technical facilities; failure or substantial and extraordinary delay of necessary transportation services; war conditions; emergencies; inclement weather or acts of God.

**Relationship of the Parties.** Nothing contained herein will be construed to place the parties in a relationship of partners, joint venturers, principal-agent or employer-employee, and no party will have any power to obligate or bind the other whatsoever, except as specifically provided by the terms of this Agreement.

**Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflicts of laws provisions.

**Termination.** Either party may terminate this Agreement upon the occurrence of any of the following events: (i) the filing by or against either party of a petition for bankruptcy or for relief from creditors under any equivalent state law or regulation, or (ii) if there is a material breach, failure to perform or default by the other party in the performance of any of its material obligations, representations or warranties provided for in this Agreement, and such breach, failure to perform or default, if curable, is not cured within three (3) days of one party's receipt of written notice from the other.

**Notice.** Any written notices to be given hereunder shall be delivered via U.S. Mail, express courier, facsimile, or e-mail, to such addresses or e-mails each of Producer and Sponsor have provided herein or as otherwise notified to the other party in writing from time to time. A pdf or facsimile copy hereof shall be deemed to be an original.

**Entire Agreement.** This Agreement contains the entire agreement between the parties and merges/supersedes all prior agreements or understandings between the parties hereto relating to the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by authorized representatives of both parties.