



STANDARD SINGLE EVENT CABANA LICENSE TERMS AND CONDITIONS

Last Revised 9.11.19

These Standard Single Event Cabana License Terms and Conditions ("Cabana Terms" or "Agreement"), together with any order forms, exhibits and/or amendments thereto, set forth the agreement between Jacksonville Jaguars, LLC ("Club") and the entity set forth on the applicable Ticketmaster order form ("Licensee") receiving a license to use a cabana as part of a hospitality package for the Jaguars Home Game scheduled to be played at TIAA Bank Field (the "Stadium") as specified in the order form. The use of the cabana granted by Club to Licensee hereunder shall be subject to, and Licensee shall at times comply with, all terms and conditions set forth in these Cabana Terms.

1. License. Subject to the terms and conditions of these Cabana Terms, Licensee shall receive a license to use the cabana in a location determined by Club (the "Cabana") during the Jaguars Home Game specified above during the Term or other applicable event(s) (each, an "Event" and collectively, the "Events").

2. Events. Licensee shall receive (a) the number of tickets, guest access passes and parking passes for the Event; and (b) the services identified in Section 4 below for such Event. Club shall not be responsible for any loss or damage to any person or property involving this parking privilege unless such damage shall have been caused by Club's gross negligence or willful misconduct. Licensee acknowledges that it shall not be entitled to use or otherwise have access to the Cabana during, or to receive or purchase tickets or parking passes for, any events, other than the Event, that may be held at the Stadium during the Term. These Cabana Terms and the rights and interests of licensee hereunder shall be subject and subordinate to the Stadium Lease. Club's obligation to provide admission tickets under these Cabana Terms shall be subject to applicable fire and occupancy codes and other laws and regulations.

3. Access by Licensee. Use of the Cabana by Licensee and its guests shall require the presentation of tickets for admission, and is subject to the terms and conditions upon which such tickets are issued, including, without limitation, the policies adopted by the issuer of such tickets with respect to the cancellation, postponement or rescheduling of the Event. The Cabana's hours of availability will be scheduled in Club's sole discretion. Without limiting the generality of the foregoing, each admission ticket to the Cabana may not be Transferred during the course of any Event, such that only the first person presenting a ticket for admission to the Cabana will be permitted access to the Cabana for the remainder of such Event.

4. Cabana Services. During the Event, Club shall provide the following services to the Cabana: (a) two (2) fans; (b) two (2) televisions; (c) dusting, sweeping, routine cleaning and rubbish removal and disposal; and (d) such other special services as Club, in its sole discretion, may offer from time to time, at prevailing rates and terms established by Club from time to time. The costs of all other services made available to the Cabana or Cabana guests shall be at an additional cost, and shall be paid by Licensee to Club (or the supplier of such services) promptly upon presentation of invoices therefor.

5. Food and Beverages. The Cabana license includes certain food and beer, wine, soda and water (but no distilled spirits) as determined by Club or its Concessionaire (as defined below). Licensee shall not permit the preparation of food in the Cabana nor shall food or beverages be brought into the Cabana other than through Club or a third party duly authorized by Club to serve food and beverages in the Cabana (the "Concessionaire"). Licensee will be provided food and beverage only through Club or the Concessionaire at all times that Licensee uses the Cabana. Licensee will not have the ability to alter the food and beverage from the pre-set menus provided by Club or the Concessionaire. Licensee shall be solely responsible for the cost of any food and beverage not included in the license, and shall promptly pay, on terms established by Club or the Concessionaire, all bills for the costs of additional food, beverages and related services (including server and bartender services) provided or rendered by Club or the Concessionaire in connection with use of the Cabana, together with all applicable taxes and other charges, unless otherwise indicated herein.

6. Furnishing, Alterations and Décor. Licensee shall not make any additions or alterations to the Cabana or to the fixtures, furniture and equipment in the Cabana, or bring articles of appointment or decoration, including pictures or plants, into the Cabana, in each case, without Club's prior written consent, which Club may grant or withhold in its sole discretion. Any additions, alterations or appointments permitted by Club shall be made and removed at Licensee's sole expense. Any such additions, alterations or appointments shall become the property of Club unless Licensee obtains Club's prior written approval granting the property to Licensee, and Licensee agrees to remove all such items upon the expiration or termination of this Agreement and to repair and restore the Cabana to its condition as of the Effective Date (normal wear and tear excepted), in each case, at Licensee's cost. Licensee agrees that it shall not cause any liens or encumbrances to be placed upon the Cabana and shall promptly take all action necessary to remove any such liens or encumbrances in violation of this provision. Licensee shall not place or permit the placement of any display or other signage in, at or around the Stadium.

7. Payments; Additional Obligations of Licensee. In consideration of the Cabana, Licensee shall pay Club a license fee in the amount of \$12,525 payable within 30 days of execution of this Agreement. All payments by Licensee under the Agreement shall be made, without offset, deduction, counterclaim or withholding of any kind, (a) by check to Club at 1 TIAA Bank Field Drive, Jacksonville, Florida 32202, (b) by wire transfer of immediately available funds to the account designated by Club, or (c) by credit or debit card provided by Licensee, and Licensee expressly authorizes Club to automatically charge each installment to Licensee's credit or debit card (together with any replacement cards, the "Card") on the dates specified in Section 3 of the Agreement. Club reserves the right to charge an additional reasonable fee for any payments returned or denied for insufficient funds (including closed accounts). Time shall be of the essence with respect to each payment. Any agency fees or commissions and applicable taxes, surcharges and other charges (other than income taxes of Club) that may arise and are not included in the Annual License Fee shall be the sole responsibility of Licensee and shall be payable by Licensee by the deadline set forth by Club in an invoice to Licensee. If any amount payable by Licensee to Club under the Agreement is not paid when due, such amount shall bear interest until paid at a rate equal to the lesser of (i) 1.5% per month and (ii) the maximum rate permitted by law, and Club shall have the right to withhold any or all of the benefits granted pursuant to the Agreement during the period in which such amount remains unpaid. Club shall have no obligation to provide benefits withheld pursuant to the foregoing sentence at a later date, nor any obligation to provide any substitutions or any refund of or reduction in the Annual License Fees. Licensee shall pay Club on demand all reasonable attorney's or other professionals' fees and other costs and expenses incurred by Club to collect any payment due to Club under the Agreement following Licensee's failure to make such payment as and when due. Additionally, Licensee shall reimburse Club for costs Club incurs to repair any damage (other than normal wear and tear) caused by Licensee or Licensee's guests to the Cabana or the Stadium or to any other property of any person or entity other than Licensee therein. Licensee shall, and shall cause its guests to, abide by and observe (w) all applicable laws, rules and legal requirements; (x) all Stadium Standards; (y) all terms and conditions (as they may be modified) set forth on the tickets and parking passes distributed pursuant to these Cabana Terms; and (z) all NFL Rules, and all rules, regulations and policies established from time to time by Club, the Stadium facility manager, the City and their respective subsidiaries, affiliates, contractors and agents pertaining to the use and occupancy of the Cabana or a license to attend games, including, without limitation, those governing the

consumption of alcoholic beverages and fan behavior. In addition to any other rights and remedies available, Club may exclude or remove from the Cabana, and revoke the right to use the Cabana or access to the Stadium, to any person who engages in any act or conduct that may bring Club into disrepute or undermine the integrity of the Jaguars or otherwise does not comply with the terms of this Section 7 for the event at which the violation occurs or indefinitely, without compensation to Licensee or Licensee's guests.

8. Default.

(a) If Licensee fails to pay when due any amounts to be paid by Licensee under these Cabana Terms, or otherwise breaches or defaults in the performance or observation of any of its obligations under these Cabana Terms, or any other agreement between Club and Licensee, or becomes subject to any insolvency event, Club may, at its option, (i) terminate this Agreement, and/or (ii) withhold distribution of tickets and passes to Licensee for Event(s) (or, if tickets and passes for events have already been distributed to Licensee, deny Licensee and Licensee's guests access to the Cabana, the Stadium and parking lots) and sell those tickets and passes to other persons or entities (without refund or obligation to Licensee) until such breach or default is cured, at which time Licensee's right to purchase or receive such tickets and passes shall be restored to the extent such tickets and passes have not otherwise been sold.

(b) Upon termination of this Agreement, (i) Licensee's right to use and occupy the Cabana and all other rights and benefits of Licensee under these Cabana Terms shall end; (ii) Licensee shall remain liable for payment of any other amounts due under these Cabana Terms as and when due; and (iii) Club shall have no further obligation of any kind to Licensee and may enter the Cabana and remove and store all items of property of Licensee at Licensee's expense. Club shall have no duty to mitigate its damages as a result of a failure or default by Licensee hereunder and any amounts received by Club from any re-licensing of the Cabana up to the Scheduled Expiration Date shall not reduce Licensee's obligations under the preceding sentence.

(c) The remedies of Club in this Section 8 shall not limit or exclude any other right or remedy set forth herein, or otherwise available to Club at law or in equity, including, but not limited to, Club's right to indemnification.

9. Force Majeure; Unavailability of Cabana. If a force majeure event prohibits, prevents or delays any party, whether directly or indirectly from performing any of its non-monetary obligations under these Cabana Terms, then neither party shall have any obligation to the other party. If the Cabana is unavailable for any reason other than due to a force majeure event, then Club shall provide alternate hospitality benefits equal to the value of the Cabana.

10. Access by Club. Club, its officers, agents, employees, designees and representatives shall have access to the Cabana on such occasions and to such extent as they shall, in their respective sole discretion, deem necessary or appropriate for the proper performance of the duties and obligations required or contemplated to be performed by Club under these Cabana Terms and to determine Licensee's compliance with the rules and regulations governing the use of the Stadium and the Cabana and Licensee's other duties and obligations under these Cabana Terms. Licensee shall not restrict or impede Club's access to, the Cabana or the items contained therein.

11. Liability; Assumption of Risk. Club shall not be liable or responsible for any loss, damage, or injury to any person or to any property of Licensee or Licensee guests in or upon the Cabana, the Stadium, the parking areas or elsewhere, resulting from any cause whatsoever, including but not limited to theft or vandalism, except to the extent the same is attributable to Club's gross negligence or willful misconduct. Licensee hereby assumes, and shall cause its guests to assume, all risks and dangers incidental to events at the Stadium, whenever or however they occur, including, without limitation, the danger of being injured by footballs and other objects and other patrons, and agrees that neither Club nor any sports league nor any person or entity producing, performing or participating in any Stadium event, nor any of their respective subsidiaries, affiliates, agents or assignees, shall be liable for injuries from such causes.

12. Indemnification. Licensee shall indemnify, defend, and hold harmless Club, its subsidiaries, affiliates and sponsors, the NFL Entities, the City of Jacksonville, the facility manager of the Stadium, the Stadium concessionaires, and each of their respective direct and indirect, past, present and future officers, directors, managers, members, partners, owners, employees, agents, contractors, licensees, successors, and assigns (collectively, the "Club Indemnitees") from and against all actions, causes of action, suits, debts, obligations, losses, damages, judgments, amounts paid in settlement, liabilities, costs, and expenses whatsoever, including reasonable attorneys' and other professionals' fees, costs of investigation (whether or not litigation occurs) and litigation expenses, whether arising out of a claim involving a third party or between the parties to the Agreement, resulting to, imposed upon, asserted against, or incurred by any of the Club Indemnitees in connection with, or arising out of or relating to any act or omission, breach of any provision of the Agreement, or violation of any applicable law, rule or legal requirement, by Licensee or any of its guests, invitees, employees, agents or affiliates. The obligations set forth in this Section 12 shall survive expiration or termination of the Agreement. "NFL Entities" means collectively, NFL Ventures, L.P., NFL Ventures, Inc., NFL Productions LLC, NFL Enterprises LLC, NFL Properties LLC, NFL International LLC, all of the NFL member clubs (except Club), any successor or future entity that is, directly or indirectly, jointly owned and/or controlled by all or substantially all of the NFL member clubs, or owns assets that produce revenues that are required to be shared with other NFL member clubs under the NFL Constitution (including any such entity controlled by the NFL member clubs and Club collectively) and each and all of their respective affiliates, subsidiaries, successors and assigns.

13. Waiver. None of the provisions of these Cabana Terms can be waived except in a writing signed by the party granting the waiver. No failure by a party to exercise any right under these Cabana Terms shall operate as a waiver of such right, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other rights under these Cabana Terms. The waiver by any party of any breach of these Cabana Terms shall not be deemed a waiver of any prior or subsequent breach. All remedies of either party shall be cumulative and the pursuit of one remedy shall not be deemed a waiver of any other remedy.

14. Return of Cabana. Upon the conclusion of the Event, Licensee shall surrender the Cabana to Club in the condition in which it was originally delivered to Licensee (normal wear and tear excepted).

15. Reservation of Rights. These Cabana Terms do not confer upon Licensee any right, title or interest in the Stadium, the Cabana or Club's furniture, fixtures or equipment located therein, other than the limited license to use and obtain access to the Stadium and the Cabana in accordance with the Cabana Terms.

16. Taxes. Licensee shall either pay directly or reimburse Club for any applicable taxes, including but not limited to, facility, sales, privilege, rental, use, admission, amusement, entertainment, occupancy or other taxes or fees that may be imposed with respect to or on account of the license and use of the Cabana or the provision or sale of the tickets and other services and benefits hereunder, other than Club's income taxes. Licensee shall pay such amounts by the deadline set forth in an invoice from Club to Licensee.

17. Grant of Right to Use Image and Likeness. Licensee understands that the image, likeness and/or name of Licensee or Licensee's guests may be used as part of any live or recorded motion picture display or other transmission in any media whether now known or hereafter developed of all or any part of any event at the Stadium as well as any dissemination by Club or its affiliates, sponsors, or third parties authorized by Club. Licensee expressly and irrevocably grants Club, its

subsidiaries, affiliates, designees, partners and sponsors the right to use, display, license or sell the image, voice, likeness, name, logo and/or marks (as applicable) of Licensee and Licensee's guests as part of any motion picture, telecast, publication, distribution, or reproduction in any media now known or hereafter developed, in each case, for any purpose (commercial or otherwise), without reservation or limitation and without compensation.

18. Relocation of Cabana. Club expressly reserves the right, at its sole cost and expense, to relocate Licensee to some other cabana, suite, or club level seating of Club's choosing at the Stadium, of the same approximate size, if Club determines that such relocation is reasonably necessary or advisable in connection with any construction or renovation project at the Stadium or if reasonably necessary upon the request of any promoter of any Covered Event.

19. Governing Law; Dispute Resolution. Subject to the arbitration provision herein, the state and federal courts located in Duval County, Florida (collectively, the "Designated Courts") shall have exclusive jurisdiction over the parties with respect to any dispute or controversy between them arising under or in connection with the Agreement and, by execution and delivery of the Agreement, each of Licensee and Club submit to the exclusive jurisdiction of the Designated Courts, including the in personam jurisdiction of those Designated Courts, waives any objection to such jurisdiction on the grounds of venue or forum non conveniens or the absence of in personam jurisdiction and any similar grounds, consents to service of process by mail (in accordance with Section 15(a)) or any other manner permitted by applicable laws, rules and legal requirements), and irrevocably agrees to be bound by any judgment rendered thereby, subject to all applicable rights of appeal. So far as permitted under applicable laws, rules and legal requirements, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process in the manner specified in this Section 19 or as otherwise permitted by applicable laws, rules and legal requirements, shall be necessary in order to confer personal jurisdiction over Licensee or Club in any of the Designated Courts. Each party agrees that any final judgment against it from which it has not or may not appeal or further appeal in any suit, action or proceeding brought in a Designated Court of competent subject matter jurisdiction may, so far as permitted under law, be enforced in the courts of any jurisdiction of which such party is subject by a suit upon such judgment. Service of process upon a party shall be sufficient if made by delivery of service to the chief executive officer or president of that entity. Nothing in this Section 19 shall affect the right of any party to serve legal process in any other manner sufficient under applicable laws, rules and legal requirements. Each party further agrees that it shall not commence any legal action against any other party relating to or arising under the Agreement in any court that is not one of the Designated Courts, unless the Designated Courts shall have determined that they lack subject matter jurisdiction to hear such action. **LICENSEE AND CLUB EACH HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, RULES AND LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.** The parties expressly acknowledge and agree that any dispute, claim or controversy arising out of or relating to the Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be resolved exclusively by final and binding arbitration in Jacksonville, Florida. The arbitration shall be administered by AAA pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. This Section 19 shall survive termination or expiration of this Agreement.

20. Miscellaneous. This Agreement contains the complete understanding between the parties hereto and supersedes all prior and contemporaneous written or verbal agreements or understandings, including all negotiations, term sheets, letters of intent, presentations, and prior drafts of the Agreement relating to the subject matter hereof. This Agreement may not be amended or otherwise modified except in a writing specifically referring to the Agreement and signed by authorized representatives of Licensee and Club. Nothing in the Agreement is intended or shall be construed to give any other person or entity any legal or equitable right, remedy or claim under or in respect of the Agreement or any provision contained herein, other than Club Indemnitees. THIS AGREEMENT AND ALL RIGHTS GRANTED HEREIN BY CLUB ARE SUBJECT TO AND LIMITED BY NFL RULES AND ANY OTHER REQUIREMENTS, POLICIES AND LIMITATIONS AS MAY BE IMPOSED BY THE NFL OR ANY OTHER APPLICABLE PROFESSIONAL SPORTS TEAM, LEAGUE, ASSOCIATION, CONFERENCE OR OTHER SIMILAR SANCTIONING BODIES AND GOVERNING AUTHORITIES ("OTHER SANCTIONING BODY RULES"). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE NFL RULES (OR OTHER SANCTIONING BODY RULES), THE NFL RULES (OR SUCH OTHER SANCTIONING BODY RULES) SHALL GOVERN. "NFL Rules" means (i) the Constitution and Bylaws of, and other rules, regulations, resolutions, agreements and requirements of or issued by, the NFL and/or any other NFL Entity, as they presently exist and as they may, from time to time, be entered into, created or amended; and (ii) any action taken by the commissioner of the NFL or any person having authority delegated by the commissioner of the NFL pursuant to any document, policy, rule, regulation, resolution or requirement referred to in clause (i) of this definition. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement. This Agreement may be delivered by electronic transmission of an executed counterpart by any signatory hereto, and electronic transmission shall be the same as delivery of an original ink counterpart. Licensee shall keep the terms of the Agreement strictly confidential and shall not disclose any such information to any other person or entity. The obligations set forth in this Section 20 shall survive expiration or termination of the Agreement