



SPONSORSHIP SEASON SUITE LICENSE AGREEMENT TERMS AND CONDITIONS
Revised April 2019

These Sponsorship Season Suite License Agreement Terms and Conditions (also referred to as these Terms and Conditions) are fully incorporated into the Sponsorship Season Suite License Agreement (the "Agreement"). Unless otherwise defined herein, all capitalized terms used in these Terms and Conditions are defined in the Agreement. To the extent that any provision of these Terms and Conditions conflicts with any provision of the Agreement or the other exhibits thereto, the applicable provision of the Agreement or other exhibit shall govern and control.

1. **License.** Subject to the terms and conditions of the Agreement, Licensee shall receive a license to use the Suite during the Term.

2. **Contract Year.** "Contract Year" means, (a) for the initial contract year of the Agreement, the period beginning on the Effective Date and ending on March 31 of the next calendar year, (b) for each subsequent contract year of the Agreement, if any, each 12-month period during the Term beginning on April 1 and ending on March 31 of the next calendar year, and (c) for the final contract year, the period from April 1 through the Scheduled Expiration Date.

3. **Annual License Fees.**

(a) In consideration of the license to use the Suite and, except as otherwise provided in the Agreement, the right to receive the other services and benefits granted to Licensee under the Agreement, Licensee shall pay Club the Annual License Fee set forth in Section 3 of the Agreement, and pursuant to the payment schedule set forth in Sections 3 and 4 of the Agreement.

(b) All payments by Licensee under the Agreement shall be made, without offset, deduction, counterclaim or withholding of any kind, (i) by check to Club at its address set forth in the Agreement, (ii) by wire transfer of immediately available funds to the account designated by Club, or (iii) 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.

(c) 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.

(d) If paying by Card, then (i) any past due amounts, including processing fees, due under the Agreement shall be added to the immediately following payment to be charged to the Card; (ii) if Licensee fails to pay when due any payment under the Agreement, Licensee hereby irrevocably authorizes Club to charge the Card for such payment, and if any portion of the Annual License Fee or other fees or amounts remain past due or unpaid following the termination or expiration of the Agreement, Licensee authorizes Club to continue charging the Card thereafter; (iii) Licensee shall pay a \$15.00 processing fee for any charges that are declined or otherwise are not accepted by the issuer of the Card; (iv) Licensee shall be solely responsible for maintaining the Card so as to enable Club to receive the payments throughout the Term; (v) should the Card be suspended or terminated, Licensee will provide Club with another Card to which such payments can be charged; and (vi) Licensee shall provide Club with Licensee's billing information as it may be changed from time to time, including mailing address, phone number and email address. Licensee acknowledges and agrees that no further authorization shall be required for the collection of any payments

under the Agreement. Any past due amounts, including processing fees, due under the Agreement shall be added to the immediately following payment to be charged to the Card. **These Terms and Conditions constitute Licensee's preauthorization for Club to charge Licensee's Card in accordance with the terms herein. Licensee hereby consents to electronic receipt of disclosures from Club.**

4. **Deposit.** If Licensee pays any Deposit in connection with the Agreement, or if any Deposit exists on Licensee's account at the time of execution and delivery of the Agreement, Club shall hold such Deposit to ensure Licensee's full and timely payment and performance of its obligations under the Agreement. Club may apply the Deposit to satisfy any of Licensee's obligations under the Agreement that are not timely performed. Any such application shall not limit or exclude any of Club's other rights or remedies, including, but not limited to, Club's right to recover amounts in excess of the Deposit or to terminate the Agreement. Not later than five (5) business days after Club gives notice that it has applied all or any portion of the Deposit if requested by Club, Licensee shall restore the Deposit to its original amount by delivery to Club of a check or wire transfer of immediately available funds in the required amount. The Deposit may be commingled with other funds of Club, may be used for any business purpose of Club, and Licensee shall not be entitled to any interest on the Deposit. Within a reasonable period following expiration or termination of the Agreement, the then-remaining balance of the Deposit shall be returned to Licensee, less any costs and expenses incurred by Club in restoring the Suite to the condition required at the end of the Term pursuant to the Agreement.

5. **Events.**

(a) The Annual License Fee does not include the cost of any tickets, guest access passes or parking passes for any events held at the Stadium (including Jaguars playoff games), other than Jaguars Home Games or unless otherwise expressly set forth in the Agreement. If Club has the right to sell the Suite to Licensee for a particular event, during the Term, Licensee shall have the opportunity to purchase the right to use the Suite for events other than Jaguars Home Games held at the Stadium (including the Florida-Georgia Game and the TaxSlayer Bowl, if such games are played at the Stadium) (each, an "Other Event") at a price, by the deadline, and on such other terms set by Club. If Licensee determines not to purchase such tickets and passes by the deadline specified by Club, then the use of the Suite for such Other Events shall revert to Club and Club shall be free to sell the right to use the Suite to a third party or to otherwise use the Suite.

(b) Licensee acknowledges that it shall not be entitled to use or otherwise have access to the Suite during, or to receive or purchase tickets or parking passes for, any events (other than Jaguars Home Games, Jaguars home playoff games purchased in accordance with the Suite License Agreement and Other Events purchased in accordance with Section 5(a) above) that may be held at the Stadium during the Term. Licensee acknowledges that the Suite may be used by others during such events and otherwise throughout the Contract Year when the Suite is not reserved for Licensee's use. This Agreement and the rights and interests of Licensee hereunder shall be subject and subordinate to the Stadium Lease. Further, Licensee acknowledges that Club, its subsidiaries and affiliates, and each of their respective officers, agents, managers, members and employees have not made any representations, warranties or guarantees with respect to the Suite or the Stadium, including, notwithstanding the number of events that have been previously held at the Stadium, the number of Jaguars Home Games or other events that will be held at the Stadium during any Contract Year. Licensee further acknowledges that except as set forth in Section 12(a) of these Terms and Conditions, the performance by Licensee of the Agreement, including, but not limited to, the payment in full of the Annual License Fee, is not dependent upon the presentation of any specified number of Covered Events or other events at the Stadium.

(c) Club's obligation to provide admission tickets under the Agreement shall be subject to applicable fire and occupancy codes and other laws, rules and legal requirements.

6. **Access by Licensee.** Licensee and Licensee's guests shall be entitled to use the Suite (a) during all preseason and regular season Jaguars Home Games; (b) during Jaguars home playoff games held at the Stadium during the Term for which

Licensee has purchased tickets pursuant to Section 5(a) and Other Events purchased in accordance with Section 5(b) above (the events set forth in clauses (a) and (b), collectively, the “Covered Events”); and (c) during normal business hours during the Term on dates on which Club determines to make the Suite available for use following Licensee’s request, provided Licensee gives Club at least 10 business days’ prior notice and obtains Club’s written consent, which may be granted or withheld in its sole discretion, for such use. Except as set forth in clause (c) above, use of the Suite 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 Suite’s hours of availability will be determined in Club’s sole discretion. Without limiting the generality of the foregoing, each admission ticket to the Suite may not be Transferred during the course of any Stadium event, such that only the first person presenting a ticket for admission to the Suite will be permitted access to the Suite for the remainder of such Stadium event.

7. Suite Services. During the Term, Club shall provide the following services to the Suite, the cost of which are included in the Annual License Fee:

- (a) heating, air-conditioning, ventilation, running water and electricity during all Covered Events;
- (b) dusting, sweeping, routine cleaning and rubbish removal and disposal following each Covered Event;
- (c) ordinary repair and maintenance of the interior and exterior of the Suite made necessary by normal wear and tear; 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 not expressly set forth herein that are made available to the Suite or Suite guests shall be in addition to the Annual License Fee and shall be paid by Licensee to Club (or the supplier of such services) promptly upon presentation of invoices therefor.

8. Food and Beverages. Licensee shall not permit the preparation of food in the Suite nor shall food or beverages be brought into the Suite other than through Club or a third party duly authorized by Club to serve food and beverages in the Suite (the “Concessionaire”). Licensee must purchase food and beverage only through Club or the Concessionaire at all times that Licensee uses the Suite. Licensee shall select food and beverage from the menus provided by Club or the Concessionaire. Licensee shall be solely responsible for, and shall promptly pay, on terms established by Club or the Concessionaire, all bills for the costs of all food, beverages and related services (including server and bartender services) provided or rendered by Club or the Concessionaire in connection with use of the Suite, together with all applicable taxes and other charges. All amounts due under this Section 8 shall be in addition to the Annual License Fee.

9. Furnishing, Alterations and Décor. Licensee shall not make any additions or alterations to the Suite or to the fixtures, furniture and equipment in the Suite, or bring articles of appointment or decoration, including pictures or plants, into the Suite, 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 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 the Agreement and to repair and restore the Suite to its condition as of the Effective Date (normal wear and tear excepted), in each case, at Licensee’s cost. Licensee, acknowledges that the City of Jacksonville owns the Stadium and agrees that it shall not cause any liens or encumbrances to be placed upon the Suite 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.

10. Additional Obligations of Licensee.

(a) In addition to the other payments provided for in the Agreement, 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 Suite or the Stadium or to any other property of any person or entity therein.

(b) Licensee shall, and shall cause its guests to, abide by and observe (i) all applicable laws, rules and legal requirements; (ii) all Stadium Standards; (iii) all terms and conditions (as they may be modified) set forth on the tickets and parking passes distributed pursuant to the Agreement; and (iv) all NFL Rules (as defined herein), and all rules, regulations and policies established from time to time by Club, the facility manager of the Stadium, the City of Jacksonville, and their respective subsidiaries, affiliates, contractors and agents pertaining to the use and occupancy of the Suite 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 Suite, and

revoke the right to use the Suite 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 any owner thereof, or otherwise does not comply with the terms of this Section 10(b) for a particular event or events or indefinitely, without compensation to Licensee or Licensee’s guests. “Stadium Standards” means the Fan Code of Conduct, and all rules, regulations, standards, guidelines and manuals governing the use, occupancy and operation of the Stadium, as established by Club, the City of Jacksonville, Florida, the Stadium facility manager, or any other person or entity responsible for operation or management of the Stadium.

11. Default.

(a) If Licensee fails to pay when due any amounts (including, without limitation, any installment of any Annual License Fee or Deposit) to be paid by Licensee pursuant to the Agreement or otherwise breaches or defaults in the performance or observation of any of its obligations under the Agreement or any other agreement between Club and Licensee, or becomes subject to any Insolvency Event, Club may, at its option, (i) terminate Licensee’s rights under the Agreement (x) immediately upon written notice to Licensee, if the failure or default is not capable of being cured, or (y) 5 days after giving notice to Licensee, if such failure or default is capable of being cured and Licensee fails to cure such failure or default within such 5-day period; and/or (ii) withhold distribution of tickets and passes to Licensee for events (or, if tickets and passes for events have already been distributed to Licensee, deny Licensee and Licensee’s guests access to the Suite, 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. “Insolvency Event” means any of the following: (1) Licensee commences a voluntary case concerning itself under any bankruptcy, insolvency or liquidation code or otherwise admits its inability to pay its debts as and when due, (2) an involuntary case is commenced against Licensee and the petition is not controverted within 10 business days, or is not dismissed within 60 days, after commencement of the case, (3) a custodian is appointed for, or takes charge of, all or substantially all of the property of Licensee, (4) Licensee is adjudicated insolvent or bankrupt, or (5) Licensee makes a general assignment for the benefit of its creditors.

(b) Upon Club’s termination of the Agreement pursuant to Section 11(a), (i) Licensee’s right to use and occupy the Suite and all of Licensee’s other rights and benefits under the Agreement shall end; (ii) Licensee shall remain liable to pay the Annual License Fees and any other amounts due under the Agreement as and when due; (iii) Club shall have no further obligation of any kind to Licensee and may enter the Suite and remove and store or dispose of all items of property of Licensee at Licensee’s expense and (iv) Club may revoke and/or deactivate any tickets and/or passes distributed to Licensee pursuant to the Agreement prior to its termination. 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 Suite up to the Scheduled Expiration Date shall not reduce Licensee’s obligations under the preceding sentence. The provisions of this Section 11(b) shall survive termination of the Agreement.

(c) Club’s remedies in Sections 11(a)-(b) 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 under Section 14(b).

12. Unavailability of Suite.

(a) Unless Club has exercised its rights under Section 12(b) of these Terms and Conditions or the second sentence of this Section 12(a), if a Force Majeure Event prohibits, prevents or delays any party, whether directly or indirectly, from performing any of its non-monetary obligations under the Agreement, then such party shall be excused from performance to the extent, but only to the extent, made necessary by the Force Majeure Event and only until such time as the Force Majeure Event terminates or is resolved. Notwithstanding the foregoing, if in any one season, more than 50% of the regular season Jaguars Home Games are not played as the result of a strike by or lockout of the NFL Players Association or the members thereof, and such Jaguars Home Games are not rescheduled, then Club shall either, at its election in its sole discretion, (i) provide Licensee with substitutions reasonably equivalent in value of the benefits not provided to Licensee as a result of such cancelled games, or (ii) extend the length of the Term for a period equal to the duration of the strike or lockout. If for any reason other than a Force Majeure Event, Club plays more than nine (9) preseason and regular season Jaguars Home Games in a Contract Year, the Annual Fee for such Contract Year shall be proportionately increased (in accordance with Club’s internal line item accounting values as set forth in Club’s standard rate card) based on the value of the Suite to be delivered at such additional preseason or regular season Jaguars Home Game as set forth in the Agreement. “Force Majeure Event” means any act, event or condition that is beyond the reasonable control of the party asserting the Force Majeure and that wholly or partially prevents or delays the performance of any of the duties, responsibilities or

obligations (except, in each case, for the payment of money) of the party asserting the Force Majeure. "Force Majeure" includes, but is not limited to, acts of God; an act of a public enemy; civil disobedience or unrest; lawsuits; injunctions; lightning; fire; explosion or other serious casualty; water damage; terrorist attack (or threats thereof); epidemics; strikes, lock-outs, boycotts or other labor disputes (without regard to the reasonableness of any party's demands or any party's ability to satisfy such demands); accident or sabotage; unusually severe weather (including hurricane, earthquake, tornado, landslide or flood); war (whether declared or not), or threats thereof; blockades; embargoes; condemnation or other taking by the action of any governmental body on behalf of any public, quasi-governmental or private entity; other governmental action or change in laws, rules or legal requirements; or shortages or failures of sources of labor, material, energy, fuel, water, other vital utility, equipment or transportation.

(b) The parties acknowledge and agree that from time to time during the Term, certain of the benefits to be provided under the Agreement may become unavailable to Club, may become impossible or impracticable to provide (including, by way of example only and without limitation, due to Club's termination of a particular business activity (such as the exhibition of one or more Jaguars Home Games or a change in NFL Rules), or may impose an economic burden on Club materially greater than the burden it could reasonably have expected to incur on the date hereof (each, an "Unavailable Benefit"). With respect to any Unavailable Benefit for which a remedy is not otherwise expressly provided in the Agreement or in another agreement between Licensee and Club, Club and Licensee will negotiate in good faith for the provision of one or more substitute benefits having substantially the same value as the Unavailable Benefit (as determined by Club in its reasonable discretion), except that if a benefit has become unavailable due to a Force Majeure Event, Club may elect not to make such substitution and the provisions of Section 12(a) shall apply. Any action by Club in accordance with the preceding sentence shall satisfy all of Club's obligations hereunder with respect to the Unavailable Benefit.

(c) If, for any reason, the Stadium Lease is terminated or the Jaguars cease to play its regular season Jaguars Home Games at the Stadium, the Agreement shall terminate as of such date and Licensee shall be entitled, as its sole and exclusive remedy, to receive reimbursement of the Deposit not otherwise applied in accordance with the Agreement and any Annual License Fee it may have paid with respect to Jaguars Home Games scheduled to be played after the termination or cessation date, in an amount equal to the quotient of the Annual License Fee divided by the number of pre-season and regular season Jaguars Home Games scheduled in the Contract Year during which such termination occurs. "Stadium Lease" means the Lease dated as of September 7, 1993 between the City of Jacksonville, Florida and Club, as amended, restated, supplemented or otherwise modified from time to time.

13. Access by Club. Club, its officers, agents, employees, designees and representatives shall have access to the Suite 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 the Agreement and to determine Licensee's compliance with the rules and regulations governing the use of the Stadium and the Suite and Licensee's other duties and obligations under the Agreement. For such purposes, Club shall retain duplicate keys to the Suite and all other locks contained therein, and Licensee shall not change the locks or place any additional locks on, or otherwise restrict or impede Club's access to, the Suite or the items contained therein.

14. Liability; Assumption of Risk; Indemnification.

(a) 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 Suite, 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, t-shirts 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.

(b) 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 14(b) 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.

(c) If any claim, demand, action or proceeding is made or commenced by any third party (a "Third Party Claim") against any Club Indemnitee that is entitled to be indemnified with respect to such Loss under this Section 14 (the "Indemnified Party"), the Indemnified Party shall give Licensee prompt notice thereof; provided, however, that the failure to give such notice shall not affect Licensee's liability under this Agreement. Licensee shall have the obligation (unless Club elects otherwise) to assume the defense and resolution of the Third Party Claim, provided that (i) the Indemnified Party shall have the right to participate in the defense of the Third Party Claim at its own expense through counsel of its choice (control of the defense will remain with Licensee); (ii) Licensee shall not consent to the entry of any judgment or enter into any settlement that would require any act or forbearance on the part of the Indemnified Party or which does not unconditionally release the Indemnified Party from all liability in respect of the Third Party Claim without the prior written consent of the Indemnified Party; and (iii) the Indemnified Party may undertake the defense of the Third Party Claim, at Licensee's expense, if Licensee fails promptly to assume and diligently prosecute the defense.

15. Miscellaneous.

(a) Notices. Any notice or other communication under the Agreement shall be in writing and shall be considered given when delivered personally or by electronic mail, one (1) business day after being sent by a nationally recognized overnight courier, or three (3) business days after being mailed by registered or certified mail, postage prepaid and return receipt requested, to the parties at the addresses set forth on the signature page to the Agreement (or at such other address as a party may specify by notice to the other). Club shall not be responsible for any failure to provide notice as required hereunder if such failure is due to an inability to locate Licensee. Licensee hereby authorizes and appoints the Primary Contact set forth on the signature page to the Suite License Agreement as its authorized agent to act for and on behalf of Licensee with respect to all matters relating to the Suite and the Agreement and to otherwise communicate with Club with respect to such matters (including, without limitation, to grant waivers under the Agreement and to agree upon any substitute benefits for any Unavailable Benefits), and Club is hereby authorized to follow the Primary Contact's instructions in connection with such matters. For purposes of clarity, Club is authorized to send all tickets to any function or event, parking passes, other benefits, notices and other communications regarding the Suite or the Agreement to the Primary Contact at the address set forth on the signature page to the Agreement on behalf of Licensee.

(b) Waiver. None of the provisions of the Agreement can be waived except in a writing signed by the party granting the waiver. No failure by a party to exercise any right under the Agreement 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. The waiver by any party of any breach of the Agreement 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.

(c) Confidentiality. 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 15(c) shall survive expiration or termination of the Agreement.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without regard to its conflict of law principles that may cause the application of laws of another jurisdiction.

(e) Exclusive Jurisdiction; WAIVER OF JURY TRIAL.

(i) Subject to Section 15(e)(ii) below, 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 15(e) 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 15(e) 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.**

(ii) 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 JAMS 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.

(f) Severability. In the event that any provision of the Agreement shall be declared invalid or unenforceable for any reason by a court or arbitrator of competent jurisdiction, such provision shall be severed from the remainder of the Agreement, which shall remain in full force and effect, and the Agreement shall be construed as if such invalid or unenforceable provision had not been part of the Agreement, and the court or arbitrator making such determination shall have the power to reduce the scope or applicability of such provision in a manner that makes such provision valid and enforceable and comes closest to expressing the intention of the invalid or unenforceable provision.

(g) No Third Party Beneficiaries. 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 and Assignees.

(h) Entire Agreement; Amendment. 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.

(i) Assignment. This Agreement and any rights or benefits (including, without limitation, any tickets and passes) granted by Club under the Agreement are personal to Licensee and shall not be sold, assigned, sublicensed, encumbered or otherwise transferred (each a "Transfer"), directly or indirectly, by operation of law or otherwise, without Club's prior written consent, which consent may be granted or withheld in Club's sole discretion. Any attempted Transfer of the Agreement or any of the rights or benefits granted under the Agreement in violation of this Section 15(i) shall be void. Club's consent to any Transfer shall not waive the requirement for such consent in any subsequent Transfer. Club may Transfer its interest in the Agreement and any or all of its rights and obligations hereunder to any other entity, including any source of or guarantor or insurer of financing or any trustee, collateral agent or other entity appointed in connection with such financing (each, an "Assignee"), whether by security agreement, collateral assignment, transfer or otherwise; provided, however, that such transfer shall not relieve Club of its obligations under the Agreement, except to the extent any such Assignee assumes in writing the obligations of Club under the Agreement and is a successor to Club's NFL franchise. Upon reasonable prior notice from Club, Licensee shall make any payments due hereunder to such Assignee.

(j) Representations and Warranties. Licensee represents and warrants to Club that (i) Licensee has the full power and legal authority to enter into and fully perform the Agreement in accordance with its terms; (ii) Licensee has obtained all approvals for the execution, delivery and performance of the Agreement; (iii) Licensee has duly executed and delivered the Agreement; (iv) the Agreement constitutes a legal, valid and binding obligation of Licensee enforceable in accordance with its terms (subject to applicable bankruptcy and insolvency laws and general principles of equity); (v) Licensee's execution, delivery and performance of the Agreement does not and will not violate, conflict with or cause a breach of or default under any other agreements or obligations to which Licensee is a party or by which it is bound; (vi) Licensee's execution, delivery and performance of the Agreement do not and will not contravene or conflict with or constitute a violation of any provision of any applicable law, rule or legal requirement; and (vii) Licensee maintains and will maintain during the Term, a net worth that is sufficient to perform its financial obligations and liabilities under the Agreement.

(k) NFL Rules. 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.

(l) Return of Suite. Upon expiration or termination of the Agreement, Licensee shall surrender the Suite to Club in the condition in which it was originally delivered to Licensee (normal wear and tear excepted). If Licensee fails to do so, Club may undertake the work required to return the Suite to such condition, and Licensee shall reimburse Club on demand for the cost of such work.

(m) Reservation of Rights. This Agreement does not confer upon Licensee any right, title or interest in the Stadium, the Suite or Club's furniture, fixtures or equipment located therein, other than the limited license to use and obtain access to the Stadium and the Suite in accordance with the Agreement.

(n) 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 Suite 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.

(o) 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 or sponsors or third parties authorized by Club.

(p) Relocation of Suite. Club expressly reserves the right, at its sole cost and expense, to relocate Licensee to any other suite 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.

(q) Exculpation. Licensee shall look only to Club or its property for the satisfaction of Licensee's remedies or for the collection of a judgment (or other judicial process) requiring the payment of money by Club to Licensee, and no property or assets of Club's partners, members, managers, officers, directors, shareholders or principals, disclosed or undisclosed, or the partners, members, managers, officers, directors, shareholders or principals, disclosed or undisclosed, of any person or entity which is a partner or member of Club, shall be subject to levy, execution or other enforcement procedure for the satisfaction of Licensee's remedies under or with respect to the Agreement, the relationship of Licensee and Club hereunder, or the exercise by Licensee of its rights hereunder.

(r) Release; Express Consent to Opt-In Telemarketing. 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. Licensee further expressly consents on an ongoing basis to allow Club, its agents, subsidiaries, affiliates, sponsors or related third parties to communicate with Licensee by mail, email, SMS/text messaging, telephone, facsimile, and/or any other method. Such

communications shall be inclusive of any and all marketing and promotional messaging.

(s) Counterparts. 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.