



## **STANDARD SINGLE EVENT SUITE LICENSE TERMS AND CONDITIONS**

These Standard Single Event Suite License Terms and Conditions ("Suite Terms") are fully incorporated into the Sponsorship Agreement, together with any exhibits and/or amendments thereto between Jacksonville Jaguars, LLC ("Club") and the sponsor receiving a license to use a suite as part of the sponsorship benefits ("Licensee"). To the extent that any provision of these Suite Terms conflicts with any provision of the Sponsorship Agreement, the applicable provision of the Sponsorship Agreement shall govern. Except as expressly set forth in the Sponsorship Agreement, the use of the suite 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 Suite Terms and the Standard Terms and Conditions attached to the Sponsorship Agreement. Capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Sponsorship Agreement.

1. License. Subject to the terms and conditions of these Suite Terms, Licensee shall receive a license to use the suite as identified in the Sponsorship Agreement (the "Suite") during the applicable preseason or regular season Jaguars Home Game during the Term or other applicable event(s) (each, an "Event" and collectively, the "Events").

2. Events. Licensee shall receive, as set forth in Exhibit A of the Sponsorship Agreement, (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 Suite 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 Suite 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 Suite Terms shall be subject to applicable fire and occupancy codes and other laws and regulations.

3. Access by Licensee. 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 scheduled 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 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 Event.

4. Suite Services. During the Event, Club shall provide the following services to the Suite: (a) heating, air-conditioning, ventilation, running water and electricity; (b) dusting, sweeping, routine cleaning and rubbish removal and disposal; (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 made available to the Suite or Suite 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. 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, unless otherwise indicated on Exhibit A of the Sponsorship Agreement.

6. 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 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 the Sponsorship 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 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.

7. Additional Obligations of Licensee. In addition to any payments provided for in the Sponsorship 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 other than Licensee therein. 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 Sponsorship Agreement and these Suite Terms; and (iv) 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 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 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 pursuant to the Sponsorship Agreement or these Suite Terms, or otherwise breaches or defaults in the performance or observation of any of its obligations under the Sponsorship Agreement, these Suite Terms, or any

other agreement between Club and Licensee, or becomes subject to any Insolvency Event (as defined in the Sponsorship Agreement), Club may, at its option, (i) exercise its rights under Section 7 of Exhibit B of the Sponsorship 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 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.

(b) Upon termination of the Sponsorship Agreement, (i) Licensee's right to use and occupy the Suite and all other rights and benefits of Licensee under these Suite Terms shall end; (ii) Licensee shall remain liable for payment of any other amounts due under the Sponsorship Agreement or these Suite Terms as and when due in accordance with Section 7(c) of the Terms and Conditions of the Sponsorship Agreement; (iii) Club shall have no further obligation of any kind to Licensee and may enter the Suite and remove and store all items of property of Licensee at Licensee's expense and (iv) Club may revoke any tickets and/or passes distributed to Licensee pursuant to these Suite Terms 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 8(b) shall survive termination of the Sponsorship Agreement.

(c) The remedies of Club in this Section 8 shall not limit or exclude any other right or remedy set forth herein or in the Sponsorship Agreement, 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 Suite. 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 Suite Terms, then the Force Majeure provisions set forth in Section 8 of Exhibit B of the Sponsorship Agreement shall apply. If the Suite is unavailable for any reason other than due to a Force Majeure Event, then the Unavailable Benefits provision set forth in Section 9 of Exhibit B of the Sponsorship Agreement shall apply.

10. 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 these Suite Terms or the Sponsorship 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 these Suite Terms. 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.

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 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 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. The indemnification provisions of Section 6 of Exhibit B of the Sponsorship Agreement shall apply to these Suite Terms.

13. Waiver. None of the provisions of these Suite 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 Suite 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 Suite Terms. The waiver by any party of any breach of these Suite 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 Suite. Upon the conclusion of the Event, Licensee shall surrender the Suite to Club in the condition in which it was originally delivered to Licensee (normal wear and tear excepted).

15. Reservation of Rights. These Suite Terms do 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 these Suite 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 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.

17. 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.

18. 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.