

Feld Entertainment, Inc. ("Purchaser")

Procurement Order Terms & Conditions for Goods

Exhibit A

1. GENERAL PROVISIONS. Capitalized terms in this Exhibit A shall have the same meaning as set forth in the Agreement between Purchaser and Contractor.

2. ACCEPTANCE AND GOVERNING PROVISIONS. The applicable SOW or Purchase Order constitutes an offer by Purchaser, which is accepted by the Contractor in connection with the Project set forth in such SOW or Purchase Order, solely in accordance with the terms set forth herein and on the face of the applicable SOW or Purchase Order, upon the earliest of Contractor's (i) signing and returning the acknowledgment copy of the applicable SOW or Purchase Order relating to the Project, or (ii) commencement of effort, or the furnishing in whole or in part of the Goods called for on the SOW or Purchase Order. Contractor agrees that the SOW or Purchase Order applicable to the Project is a complete and exclusive statement of terms and supersedes all prior agreements, and it may not be modified, superseded or otherwise altered except by a written instrument signed by an authorized agent of Purchaser. No course of dealing or usage of trade shall be applicable unless expressly incorporated in the SOW or Purchase Order. No additional or different terms (except additional warranties given by Contractor) contained in Contractor's quotation, acknowledgment, invoice or other forms shall become a part of the contract, notwithstanding any failure by Purchaser to specifically object to such terms, and notwithstanding Purchaser's act of accepting or paying for any Goods, or similar act of Purchaser. Purchaser agrees to purchase the Goods described on the SOW or Purchase Order subject to Contractor's complete acceptance of all the terms and conditions of the Agreement, this Exhibit A, and the applicable SOW or Purchase Order, without modification or additions thereto.

3. ADDENDA. All supplemental sheets, schedules, exhibits, specifications, drawings, data or riders which may be annexed to an applicable SOW or Purchase Order by Purchaser (collectively, "Addenda") are made part of the SOW or Purchase Order. In the event of a direct conflict between (i) the Agreement and this Exhibit A, and (ii) any terms and conditions entered upon the face of the SOW or Purchase Order applicable to a Project or any of the Addenda, the former shall prevail. Contractor acknowledges that it has available to it all specifications, drawings and data incorporated in the SOW or Purchase Order applicable to the Project and that they are adequate to enable Contractor to provide the Goods called for therein in accordance with the stated delivery schedule.

4. INVOICES. Unless otherwise specified in the applicable SOW or Purchase Order, Contractor shall provide Purchaser at the address designated by Purchaser a separate original, detailed invoice, dated as of the date of the Project's completion, and one copy, for each Project completed by Contractor under the applicable SOW or Purchase Order. Further, unless otherwise specified in the applicable SOW or Purchase Order, an invoice shall not be issued prior to completion of the referenced Project, and invoices shall be issued no later than ninety (90) days from the completion of the Project. Payment will not be made prior to completion of the Project, and receipt of a correct, corresponding invoice. Buyer shall not be liable to Seller for payment of any invoices that are not presented for payment within one (1) year from the date such goods or services were rendered to Buyer.

5. INSPECTION. Final acceptance of the completed Project or Goods will be subject to Purchaser's inspection and approval of work upon completion. Any Goods which do not comply with the applicable SOW or Purchase Order, or which contain defective material or workmanship may be rejected by Purchaser irrespective of inspection, delivery, acceptance or payment therefor. Purchaser will have no obligation to pay for any Goods furnished by Contractor that were not i) specifically identified or ii) completed, in accordance with the applicable SOW or Purchase Order.

6. WARRANTIES. The Contractor warrants that the Goods will be of such quality that they are fit and sufficient for the purpose intended; free from defects, whether patent or latent, in material and workmanship and conforming to any required specifications provided for herein. The Contractor warrants that it has good title to any Goods supplied free and clear of all liens and encumbrances. Such warranties, together with service warranties and guarantees, shall run to the Purchaser, its successors and assigns.

7. CONFIDENTIALITY. The Contractor shall not disclose any information concerning its work on the Project, (including but not limited to any details of the applicable SOW or Purchase Order) to any third party except as herein specified. Unless the written consent of the Purchaser is first obtained, the Contractor shall not in any manner advertise or publish or release for publication any statement mentioning the Purchaser or the fact that the Contractor has furnished or contracted to furnish to the Purchaser the Goods required by the applicable SOW or Purchase Order, or quote the opinion of any employees of the Purchaser.

8. DRAWINGS, SPECIFICATIONS AND TECHNICAL INFORMATION PROVIDED BY PURCHASER. Drawings, data, designs, inventions and other technical information supplied by Purchaser in connection herewith (hereinafter called "Purchaser Data"), shall remain Purchaser's property and shall be proprietary and held in confidence by Contractor. Purchaser Data shall not be reproduced, used or disclosed to others by Contractor without Purchaser's prior written consent. Upon completion of the specific Project for which the Purchaser Data was provided to Contractor, Contractor shall promptly return, unless otherwise directed, all Purchaser Data to Purchaser together with all copies or reprints thereof then in Contractor's possession or control, and Contractor shall thereafter make no further use, either directly or indirectly, of any Purchaser Data or any information derived therefrom without Purchaser's prior written consent.

9. (a) INDEMNIFICATION. Contractor shall protect, hold harmless and indemnify Purchaser from and against any and all claims, demands, losses, costs, damages, liens, suits, judgments, penalties, expenses (including, without limitation, attorney's fees) and liabilities of every kind arising directly or indirectly out of, or in connection with Contractor's operations conducted under this Agreement and any Projects arising from same, whether such operations be by the Contractor, its employees or subcontractors and whether directly or indirectly employed, any defect or alleged defect in design, material or workmanship in connection with the Goods ordered pursuant to an applicable SOW or Purchase Order, and any failure of such items to conform to, or failure of Contractor to comply with, applicable laws and regulations. The word "Purchaser" as used in this paragraph shall include Purchaser as well as Purchaser's parent, subsidiary, related and affiliated corporations and their officers, employees and agents.

(b) INSURANCE. For the duration of this Agreement the Contractor shall purchase and maintain at its own expense and in companies acceptable to Purchaser, the below listed insurance for protection from claims set forth below which may arise out of or as a result of the Contractor's provision of Goods to Purchaser under the Agreement and these Terms and Conditions, whether such operations be by the Contractor, its employees or by any subcontractors, whether directly or indirectly employed. Without limiting the obligations or liabilities of the Contractor, the Contractor shall obtain the following insurance, all with insurance companies that are rated "A-VIII" or better by the A.M. Best Company:

1. Comprehensive General Liability Insurance including Products/Completed Operations, Personal Injury, Advertising Injury and Blanket Contractual Liability:

(i) Bodily Injury: \$5,000,000 each occurrence, \$5,000,000 General Aggregate, Products and Completed Operations Aggregate;

(ii) Property Damage Including Completed Operations (Broad Form): \$1,000,000 each occurrence;

(iii) Products liability coverage must be purchased for a minimum of 10 years after final delivery of any products delivered in connection with the Services;

(iv) Coverage will be written on an Occurrence basis. In the event coverage is written on a claims-made basis, the retroactive date shall be at least the first date Goods were provided to the Purchaser, and Contractor shall maintain coverage for at least 10 years following the purchase of Goods, or equivalent extended reporting provision.

(v) Coverage shall include (A) an additional insured endorsement naming Purchaser as an additional insured and (B) a waiver of subrogation in favor of Purchaser. Before commencing performance of work, Contractor shall furnish Purchaser with certificates of insurance and endorsements of all required insurance for Contractor, and upon Purchaser's request, for Contractor's subcontractors. The documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to Purchaser. The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to an authorized representative of Purchaser's Purchasing Department.

2. Workers' Compensation Coverage as required by law including a waiver of subrogation in favor of Purchaser.

10. USE OF PURCHASER'S TRADEMARKS. Contractor, by virtue of the Agreement, shall acquire no right to use the name of Purchaser or the name of any of its related, affiliated or subsidiary companies (either alone or in conjunction with or as a part of any other word or name) or any fanciful characters or designs of the Purchaser or any of its related, affiliated or subsidiary companies, nor shall Contractor use such name, character or designs:

a) in any advertising, publicity, promotion, nor

b) to express or to imply any endorsement of Contractor's products or services, nor

c) to use any of said names, characters or designs in any other manner (whether or not similar to uses prohibited by subparagraphs a) and b) above, excepting only to provide Services or Goods in accordance with the Agreement).

11. TIME OF THE ESSENCE; DELAY AND RIGHT TO CANCEL. Time is of the essence as to all dates and times for delivery of the Goods set forth on the relevant SOW or Purchase Order. If the Contractor refuses or fails to complete performance in accordance with and within the time specified in such writing, Purchaser may terminate the rights of Contractor to provide the Services or the Goods, except when (i) delay of Contractor in delivering performance is due to unforeseen causes beyond the control and without the fault or negligence of Contractor; (ii) such delay does not exceed a total period of three (3) business days; and (iii) Contractor immediately gives notice of the cause of such delay to Purchaser in writing, including all relevant information with respect thereto. Contractor shall insert a clause requiring such immediate notification of delay in any subcontract hereunder.

12. COMPLIANCE WITH STATUTES AND REGULATIONS. Contractor warrants and certifies that in connection with the delivery of Goods under this Agreement, it will comply with all applicable federal, state and local statutes, rules, regulations, and ordinances.

13. ARBITRATION. Any dispute, claim or grievance arising out of or relating to the interpretation, application or delivery of Goods under this Agreement with an amount in controversy greater than One Thousand, Five Hundred Dollars (\$1,500.00) shall be submitted to arbitration in Vienna, Virginia under the then-existing rules of the American Arbitration Association. The decisions and the arbiter's award rendered after any such arbitration shall be final and binding upon the parties. All costs incurred by the prevailing party in any such arbitration, including reasonable attorney's fees, shall be paid by the other party.

14. INDEPENDENT CONTRACTOR. Contractor's status under this agreement is that of an independent contractor. Contractor has no authority to bind or act on behalf of Purchaser, except as may be otherwise provided herein. Contractor's employees assigned to provide Services under the Agreement shall not be deemed employees of Purchaser for any purpose whatsoever.

15. WORK AREA PROCEDURES. To the extent applicable in connection with Contractor's delivery and/or installation of the Goods, Contractor shall comply with the following procedures:

(a) Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with Services and comply with all applicable safety laws. Contractor shall take all reasonable precautions for safety of Purchaser, Purchaser Employees, Contractor Employees, and other persons on or about property.

(b) Damages/ Repairs: The Contractor must make every reasonable effort to protect the possessions of the Purchaser that remain in the work area from loss or damage. Any portion of the work area or property located thereon which is damaged by the Contractor or subcontractor during the course of the work must be repaired at no additional cost to the Purchaser.

(c) Contractor shall employ a sufficient number of trained and capable employees to properly, adequately, safely, and promptly provide Services. All matters pertaining to employment, training, supervision, compensation, promotion and discharge of Contractor's employees are the responsibility of the Contractor, who in all respects the employer and Purchaser shall have no liability for any injuries to said persons or any other liability with respect thereto.

(d) Contractor agrees each of its employees is properly qualified and will use reasonable care in the performance of Services. If Purchaser, in Purchaser's sole opinion, determines, for any reason, that the qualifications, actions or conduct of any particular Contractor employee has violated this Agreement by performing unsatisfactory Services, interfering with operation of Purchaser's operations, bothering or annoying occupants, other contractors or subcontractors then at the work site, or that

such actions or conduct is otherwise detrimental to Purchaser, then upon receipt of Purchaser's written notice, Contractor shall immediately provide qualified replacement persons.

(e) The Contractor shall be responsible for providing any machinery and materials required for performance of the Services.

1. ASSIGNMENT AND SUBCONTRACTING. Contractor may not assign its obligations under any applicable SOW or Purchase Order, or request to provide Goods to Purchaser without the prior written consent of Purchaser. Payments to the Contractor or any authorized assignee of any claim under an applicable Invoice, Purchase Order, or request shall be subject to reduction or set-off for any present or future claim or claims which Purchaser may have against Contractor. Contractor shall not subcontract the furnishing of any or all of the Goods required by the SOW or Purchase Order, without the prior written approval of the Purchaser.

17. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code and other applicable laws of the State of Florida.

Reviewed, Accepted and Agreed to, this _____ day of _____, _____

[Company Name of Seller] _____

By Its Duly Authorized Representative _____ [Signature]

[Seller Representative's Name] _____

FELD ENTERTAINMENT, INC.

By Its Duly Authorized Representative. _____ [Signature]

Date: _____

(Rev. 01-25-2018)