

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **AXS GROUP, LLC**, a Delaware limited liability company with an address for notice purposes of 425 West 11th Street, Suite 100, Los Angeles, CA 90015 (“Contractor”).

R E C I T A L S

A. The City desires to procure and Contractor desires to provide the ticketing sales services as set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. COORDINATION AND LIAISON: Contractor shall fully coordinate all services under this Agreement with the Director of Denver Arts and Venues (“DAV”), or his or her designee (“Director”).

2. SERVICES TO BE PERFORMED:

a. Contractor shall diligently undertake and perform the services as set forth on Exhibit “A” (the “Scope of Work”) or pursuant to a specific Work Order (as defined below) on an on-call basis to the City’s satisfaction. The work shall consist generally of the services described in the Scope of Work and any other work as may be defined and specified in a specific Work Order assigned hereunder (“Work Order”). A form of Work Order is attached hereto as Exhibit D. The Contractor shall begin work within five (5) days of Work Order issuance from the City and shall complete the Work Order project within the time period specified in the Work Order for the project. The Contractor shall diligently prosecute the work to completion using its best efforts, highly skilled work effort and attention. No subcontractors may be hired under a Work Order without approval of the City. Contractor shall furnish all of the technical, administrative, professional and other labor; all supplies and materials, equipment, vehicles, travel, office space and facilities, testing and analyses, calculations, permits, and any other facilities or resources required to perform and complete the work in the Work Order as directed by the City.

b. Contractor is ready, willing, and able to provide the services required by this Agreement.

c. Contractor shall faithfully perform the services required by this Agreement in accordance with the terms of this Agreement and the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature.

3. **TERM:** This Agreement shall be for a five (5) year term, commencing on January 1, 2020 and expiring on December 31, 2024 (the "Term"). Director may extend this Agreement for two (2) extension terms of two (2) years each by providing contractor notice of City's intention to renew this Agreement prior to expiration of the then-current term. The initial term and any extension term(s) shall hereinafter be referred to as the Term.

4. **COMPENSATION AND PAYMENT:**

a. **Fees:** Contractor's Fees and payments shall be made in accordance with Exhibits "A" and "B" which are attached hereto and incorporated herein.

b. **Reimbursable Expenses:** Except as provided in Exhibits "A" or "B", there are no reimbursable expenses allowed under this Agreement.

c. **Ticket Sales Revenues:** Contractor shall hold in a separate interest-bearing account in a banking institution with a branch or depository in Denver, any and all ticket sale revenues which it receives in the contemplation of or arising from an event pending the completion of the event. Such monies are to be held for the protection of ticket purchasers, the City, and Contractor, and to provide a source of funds for payment to the City of incidental expenses and any other outstanding amounts owed to the City by the promoter of the event (referred to as the "City Tenant"). For each event the Contractor shall provide a full event settlement report. Upon approval by the City of the event settlement report, Contractor shall disburse funds in accordance with the event settlement report as follows: first pay to the City the fee established pursuant to Exhibit "B" and any and all incidental expenses and outstanding amounts owed to the City by the City Tenant, and Contractor shall thereafter pay, from any remaining available funds after payment to the City of all amounts owing to the City, to City Tenant monies owed to City Tenant, in accordance with the instructions in the settlement report (and pursuant to City's license agreement with the City Tenant). Interest accrued in the ticket sale revenues account shall belong to Contractor so long as Contractor is not required to pay such interest to the City Tenant pursuant to City's license

agreement with the City Tenant. Bank service charges, if any, on such account(s), shall be the sole responsibility of Contractor.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation with respect to costs and expenses invoiced to the City pursuant to Exhibit "A" will not exceed (\$5,010,613.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond those specifically described in Exhibits "A" and "B." Any services performed beyond those in Exhibits "A" and "B" or a Work Order are performed at Contractor's risk and without authorization under the Agreement.

(2) Any payment obligation of the City, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and this Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

e. Event Settlement: Contractor shall remit ticket sales revenues received hereunder according to the following schedule:

(1) Night of Show Audit. At the end of an event, Contractor will provide the City with a night of show audit report in a form and containing such information as are required by the Director. If revisions to the night of show audit report are necessary, Contractor will provide a revised and final night of show audit report by 5:00 P.M. Mountain Time on the next business day after an event; for the avoidance of doubt, if an event ends after midnight, the final night of show audit report shall be due by 5:00 P.M. Mountain Time on the same day the event ends if said day is a business day or on the next business day if the event begins on a Friday or Saturday and ends after midnight (i.e., on Saturday or Sunday, respectively). If an event is comprised of multiple performances, Contractor shall provide the City with a night of show audit report after each performance and a combined audit report following the last performance.

(2) Final Audit Reports. Contractor shall provide the City with a final audit report in a form and containing such information as is required by the Director within three (3) business days of the end of each event. Such report shall be in a form and shall contain such

information as required by the Director, including, among other things, ticket price points, number of tickets sold by channel, sales dollars per channel, attendance numbers, FDA Tax revenues, the City Ticket Fee, the Contractor Ticket Fee, the City Tenant ticket fee, and box office sales (the “Final Audit”).

(3) City’s Settlement Instructions. City shall endeavor to provide to Contractor, within seven (7) business days of the end of each event, instructions detailing the amount of funds to be disbursed by Contractor to the City, the applicable City Tenant, and Contractor (the “Settlement Instructions:). The City shall not be in breach of this Agreement in the event it fails to provide the Settlement Instructions on or before said seven-day period; however, Contractor’s obligation to make the payments set forth in Paragraph 4.e.(4) below shall be tolled for each business day that the City is late in providing the Settlement Instructions for the event.

(4) Settlement Issued. Contractor shall remit payments described in the Settlement Instructions, on or before ten (10) business days after completion of each event. Contractor shall disburse funds in accordance with the Settlement Instructions in the following order of priority: The City Ticket Fee (as described in this agreement), the FDA Tax, all incidental expenses and outstanding fees owed to the City by the City Tenant, and ticket fees owed to the City Tenant. Each such settlement shall be accompanied by a written settlement report detailing amounts issued in accordance with the Settlement Instructions. Bank service charges, if any, on such account(s), shall be the responsibility of Contractor. Notwithstanding the foregoing, Contractor shall accommodate City Tenant requests for advances on ticket sales revenues provided that the City Tenant provides a letter of credit or other surety in the amount of such advances and in a form approved by the City and Contractor, which approval shall not be unreasonably denied.

5. STATUS OF CONTRACTOR: Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither Contractor nor any of its employees or subcontractors is an employee or officer of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION:

a. The City has the right to terminate this Agreement without cause upon one hundred eighty (180) days prior written notice to Contractor. Either party has the right to terminate this Agreement with cause if the other party breaches its obligations or fails to satisfy an applicable performance standard as described in this Agreement, and (in the case of a breach capable of

remedy) fails to remedy the same within twenty (20) days of delivery of written notice specifying the nature and particulars of the breach. However, nothing gives Contractor the right to perform services under this Agreement beyond the time when Contractor's services become unsatisfactory to the Director, provided Director has notified Contractor thereof and Contractor has failed to remedy same within the applicable notice and cure periods.

b. Notwithstanding the preceding paragraph, the City may terminate this Agreement if Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of this Agreement, with or without cause, Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in this Agreement.

d. If this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in Contractor's possession, custody, or control by whatever method the City deems expedient. Contractor shall deliver to the City all documents, items and materials in any form that were prepared in connection with this Agreement. These documents, items and materials are the property of the City. Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. **RECORDS AND AUDITS**: Contractor shall keep full and accurate accounting records relating to the services provided pursuant to this Agreement, in accordance with generally accepted accounting principles and in accordance with the City's Fiscal Rules. Contractor shall give the City's authorized representatives, including the City Auditor or his or her representative, access to and the right to examine such records and any pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. In addition, on or before forty-five days after the end of each Contract Year, Contractor shall furnish to the City financial statements of ticket sale revenues and amounts due

to the City for the preceding Contract Year, prepared in accordance with generally accepted accounting principles and accompanied by an independent auditor's report of a nationally recognized, independent certified public accountant. The audit shall contain an unqualified opinion expressed by the independent auditor of the accuracy of the financial records kept by Contractor related to the services provided by Contractor under this Agreement, ticket sale revenues, and amounts due to the City. The audit shall be conducted by a reputable firm selected by Contractor and approved by the City. In addition to the foregoing requirements, on or before forty-five days after the end of each Contract Year, Contractor shall provide to City SSAE 18 (or future, applicable FASB/GASB standard) SOC I, Type II and SOC II reports for all ticketing services performed in connection with this Agreement.

The City's auditor, or his or her representatives, and the Director shall have the right at any time, and from time to time, to audit all of the books of Contractor related to the services provided by Contractor under this Agreement, ticket sale revenues, and amounts due to the City. If a City audit made for any Contract Year reveals that the ticket sale revenues or amounts due to the City shown by Contractor's audited report were understated, Contractor must immediately pay to the City the amount of the deficiency. If the ticket sale revenues or amounts due to the City are understated by more than three percent (3%), Contractor shall pay to the City the cost of the City's audit and the amount of the deficiency. The City's right to have such an audit made with respect to any Contract Year shall expire three (3) years after Contractor's statement for such Contract Year has been delivered to the City. If the City determines after an audit that the City was overpaid, the City shall have the option to either credit an overpayment against a subsequent amount due or provide a refund to Contractor.

For purposes of this Agreement, "Contract Year" shall mean from January 1-December 31 of each year during the Term.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of this Agreement constitutes a waiver of any other breach.

9. INSURANCE:

a. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies are canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to the placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit “C”, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor’s breach of this Agreement or of

any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. Additional Insureds: For Commercial General Liability and Auto Liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

e. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

g. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

h. Business Automobile Liability: Contractor shall maintain Business Automobile

Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

i. Technology Errors & Omissions including Cyber Liability: Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

j. Commercial Crime: Contractor shall maintain \$1,500,000 in commercial crime insurance coverage. Coverage shall include theft of City's money, securities or property by contractor's employees, including any extended definition of employee. The City and County of Denver shall be named as Loss Payee as its interest may appear.

k. Additional Provisions:

(1) For Commercial General Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage: The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(3) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. DEFENSE AND INDEMNIFICATION

a. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from, and against all liabilities, claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including the City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

b. Contractor’s duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify the City shall arise even if the City is the only party sued by claimant and/or claimant alleges that the City’s negligence or willful misconduct was the sole cause of claimant’s damages.

c. Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

11. **TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance D.R.M.C. § 20-107, *et seq.* Contractor shall promptly pay when due all taxes, bills, debts and obligations it incurs performing

the services under this Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

Without limiting the foregoing, a ten percent (10%) FDA Tax for each admission purchased for each event shall be collected by Contractor and paid to the City in accordance with Article VII of Title II of the D.R.M.C. The FDA Tax shall be conspicuously, indelibly and separately stated and charged from the sale price on the ticket or card evidencing the sale and shown separately from the sale price on any record made thereof at the time of the sale or at the time when evidence of the sale is first issued or employed by Contractor. Contractor shall keep and preserve a true, accurate, and complete account of all sales made and monies received, and such other books and records or accounts as may be necessary to determine the amount of the FDA Tax collectible or payable as required herein and by the D.R.M.C. Such records shall be kept and preserved for a period of four (4) years following the due date of the return (as provided in Article II, Title VII, of the D.R.M.C.) or the payment of the FDA Tax, and the City's Manager of Finance, the City's Auditor, the Manager of Department of General Services, the Director, and their duly authorized agents, shall at all times have the right to audit such accounts and any records pertaining thereto.

12. ASSIGNMENT; SUBCONTRACTING: Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor or assign. Notwithstanding the foregoing, the following assignments or subcontracting shall not require additional approval from the City: (i) Contractor may assign this Agreement, with prior written notice to the City, in connection with a sale of all or substantially all of the assets of Contractor to a buyer who assumes in writing Contractor's obligations hereunder; (ii) Contractor may assign this Agreement, with prior written notice to the City, in connection with a corporate reorganization to its parent company or a wholly-owned subsidiary who assumes in writing Contractor's obligations hereunder; and (ii) Contractor

may subcontract with the service providers specifically named in Exhibit A to perform the services specifically described with respect to such service providers in Exhibit A.

13. INUREMENT: The rights and obligations of the parties to this Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of this Agreement.

14. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or Contractor receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

16. SEVERABILITY: Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

17. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement. Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, *et seq.* or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Contractor by placing Contractor's own interests, or the interests of any party with whom Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the

existence of a conflict of interest and may terminate this Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

18. NOTICES: All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid,

if to Contractor at the address first above written,
with a copy to:

General Counsel
AXS Group, LLC
425 West 11th Street, Suite 100
Los Angeles, CA 90015

and if to the City at:

Director of AVD
1345 Champa Street, First Floor
Denver, Colorado 80204

and

Finance Director, Denver Arts & Venues
1345 Champa Street
Denver, CO 80204

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail via United States mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

19. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

- (2) It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- c. Contractor also agrees and represents that:
- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
 - (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 - (5) If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. Contractor will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.
 - (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

20. DISPUTES: All disputes between the City and Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

21. GOVERNING LAW; VENUE: This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, the Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District.

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. Contractor shall insert the foregoing provision in all subcontracts.

23. COMPLIANCE WITH ALL LAWS: Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, Revised Municipal Code, ordinances, rules, regulations and Executive Orders of the City and County of Denver. The foregoing compliance activities shall include without limitation Title III of the Americans with

Disabilities Act and the Americans with Disabilities Act Accessibility Guidelines, which require, among other things, that persons seeking to purchase accessible seating must be able to do so during the same hours and in the same manner as persons seeking to purchase general seating.

24. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Contractor or the person signing this Agreement to enter into this Agreement.

25. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any party merely because any provisions of this Agreement were prepared by a particular party.

26. ORDER OF PRECEDENCE: In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement controls.

27. CONFIDENTIAL INFORMATION: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records

Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

28. INTELLECTUAL PROPERTY RIGHTS: Except as otherwise provided herein, the City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, data, products, ideas, inventions, and any other work or recorded information created specifically for City by Contractor in connection with this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. Contractor shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not "work made for hire," Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. Notwithstanding the above, Contractor is the sole owner of AXS Ticketing, the AXS Marketplace, the Hardware, and all ticketing tools as defined or referenced in Exhibit "A" and all modifications, enhancements and changes thereto, and any related products, technology, improvements, processes, systems, documentation, designs, and all modifications, enhancements and changes thereto (collectively, the "Contractor Materials") regardless of any direct or indirect contribution that may have been made by City or any of its agents or representatives, The Contractor Materials are specifically excluded from the definition of "Materials" above, and City acknowledges that Contractor shall retain all right, title and interest in and to such Contractor Materials, including the right to secure copyright, patent, trademark, and other intellectual property rights thereon, throughout the world and to have and to hold such rights in perpetuity, and City shall have no rights or interests therein or thereto except the right to use such portions of the Contractor Materials in the manner and subject to the terms of this Agreement and the Exhibits.

29. PCI/DSS COMPLIANCE: [FOR CREDIT CARD INTERFACE ONLY]

a. The Contractor covenants and agrees to comply with Visa's Cardholder Information Security Program/CISP, MasterCard's Security Data Program and SDP Rules, and with all other credit card association or National Automated Clearing House Association

(NACHA) rules or rules of member organizations (generally “Association”), and further covenants and agrees to maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS), MasterCard Site Data Protection (SDP), and (where applicable) the VISA Payment Application Best Practices (PABP) (collectively, the “Security Guidelines”). Contractor represents and warrants that all of the hardware and software components that it utilizes for the City or uses under this Agreement is and will be PCI DSS compliant under current standards which are required of the City. All service providers that Contractor uses under the Agreement must be recognized by VISA as compliant with PABP. Contractor further agrees to exercise reasonable due diligence to ensure that all of its service providers, agents, business partners, contractors, subcontractors and any person or entity that may have access to credit card information under this Agreement maintain compliance with the Security Guidelines and comply in full with the terms and conditions set out herein.

b. The Contractor shall not retain or store CVV2/CVC2 data subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder information, and in the event of a compromise of credit card information of any kind, Contractor shall immediately notify the City in writing, and shall provide, at Contractor’s sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise.

c. Contractor must provide verification to the City, prior to start up and ongoing annually during the term of this Agreement, that all modules of the Contractor’s system(s) that interface with or utilize credit card information in any manner or form of collection are Payment Card Industry Data Security Standards (PCI DSS) compliant.

d. The Contractor must provide regular (at least annual) results of a network scan for all Internet or IVR payment acceptance modules that verify PCI DSS compliance, or in the City’s sole discretion, allow the City’s contracted PCI DSS compliance auditor full access to the Contractor’s system(s) at any time to provide this verification to the City. Any cost associated with the City’s contracted PCI DSS compliance auditor will be paid by the City. If any Association requires an audit of the Contractor or any of Contractor’s Service Providers, agents, business partners, contractors or subcontractors due to a data security compromise event related to this Agreement, Contractor agrees to cooperate with such audit. If as a result of an audit of the City it is determined that any loss of information is attributable to the Contractor, the Contractor shall pay the City’s reasonable costs

relating to such audit, including attorney's fees. No review, approval, or audit by the City shall relieve the Contractor from liability under this section or under other provisions of this Agreement.

e. In addition to all other defense and indemnity obligations undertaken by the Contractor under this Agreement, the Contractor, to the extent that its performance of this Agreement includes the allowance or utilization by members of the public of credit cards to pay monetary obligations to the City or the Contractor, or includes the utilization, processing, transmittal and/or storage of credit card data by the Contractor, shall defend, release, indemnify and save and hold harmless the City against any and all fines, penalties, assessments, costs, damages or other financial obligations, however denominated, assessed against the City and/or the Contractor by credit card company(s), financial institution(s) or by the National Automated Clearing House Association (NACHA) or successor or related entity, including but not limited to, any credit card company fines, regardless of whether considered to be consequential, special, incidental or punitive damages, costs of notifying parties and persons affected by credit card information disclosure, the cost of replacing active credit cards, and any losses associated with fraudulent transaction(s) occurring after a security breach or loss of information with respect to credit card information, and shall defend, release, indemnify, and save and hold harmless the City from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, of or by anyone whomsoever, in any way affected by such credit card data or utilizing a credit card in the performance by Contractor of this Agreement. In furtherance of this, Contractor covenants to defend and indemnify the City and the Contractor shall maintain compliance with the Payment Card Industry Data Security Standard (PCI DSS) and with all other requirements and obligations related to credit card data or utilization set out in this Agreement.

30. SERVICE ORDER CONTROL REPORTS: Contractor will provide City on an annual basis a SSAE 18 (or future, applicable FASB/GASB standard) SOC I, Type II and SOC II reports for all ticketing services performed in connection with this Agreement.

31. SURVIVAL OF CERTAIN PROVISIONS: The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period

equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

32. ADVERTISING AND PUBLIC DISCLOSURE: Contractor shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of Contractor's advertising or public relations materials without first obtaining the written approval of the Director in each instance. Any oral presentation or written materials related to services performed under this Agreement will be limited to services that have been accepted by the City. Contractor shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

33. CITY EXECUTION OF AGREEMENT: This Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

34. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: This Agreement is the complete integration of all understandings between the parties as to the subject matter of this Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.

35. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

36. PAYMENT OF CITY MINIMUM WAGE: Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to

this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

37. COUNTERPARTS OF THIS AGREEMENT: This Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

38. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[Remainder of this page intentionally left blank]

Contract Control Number: THTRS-201952501-00
Contractor Name: AXS Group, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

THTRS-201952501-00
AXS Group, LLC

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

THTRS-201952501-00
AXS Group, LLC

By: 

Name: BRYAN PEREZ
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: 

Name: VICTORIA VON SZELISKI
(please print)

Title: GENERAL COUNSEL
(please print)

EXHIBITS TO AGREEMENT
between the
CITY AND COUNTY OF DENVER and AXS GROUP, LLC

EXHIBIT A
SCOPE OF WORK

Contractor will provide the following tools and services or, where this Scope of Work identifies that services will be performed by a specifically-named affiliate or partner of Contractor or specifically-named third party service provider (each an “Affiliate”), Contractor will cause such services to be performed by the Affiliate. Contractor shall in no way be relieved of its obligation to provide the tools and services set forth herein if an Affiliate is unable to provide such tools and services. Further given the length of this Agreement and foreseeable changes in technology and industry standards during the term, any and all obligations of Contractor as described in this Agreement shall be performed in a competent, good faith manner by Contractor and any Affiliate(s), reasonably consistent with then-prevailing industry standards, and to the City’s reasonable satisfaction.

A. Exclusivity. Contractor shall serve as City’s exclusive provider of ticketing software sales and services with respect to Events at the City Venues, and AXS shall have the exclusive right to sell tickets via any means (now known or to be discovered) in connection with Events at the City Venues, other than in connection with the Excluded Ticketing Activities.

The “Excluded Ticketing Activities” shall be defined as: (i) privately ticketed events with an average ticket price less than \$10.00 per ticket and anticipated attendance of less than 200 attendees, (ii) a limited, reasonable number of Tickets (not to exceed current practice as of the date of the Agreement) provided by City to the promoter, sponsor or presenter of an Event, the artist, performing act or members thereof, or their managers or agents, (iii) production holds, seats displaced by equipment, seats not sold due to obstructed view from the Venue’s maximum seating or admission capacity for the applicable Event, (iv) events for which Tickets are not sold or distributed to the public, consistent with past practice, (v) a limited number of tickets taken as consignment by the promoter or an artist for private and protected sale to a membership group (i.e. not available to general public) originating on an artist or fan club site, provided that the total inventory available per Event may not exceed 8% of sellable Event capacity (“Fan Club Sales”) (vi) Events in the City Venues presented or performed by Opera Colorado, the Colorado Ballet Company, the Western Stock Show Association, Colorado Symphony Association, or The Denver Center for the Performing Arts, and (vii) any other Event agreed upon by the parties for which the City Tenant will not be using AXS for ticket sales, as evidenced by electronic mail correspondence.

“Event” means a concert, sporting, entertainment, show or other act or event (or series of events) of any kind or nature whatsoever to be presented or performed by a City Tenant at a City Venue and for which tickets are made available for sale to the public, but specifically excluding any and all Excluded Ticketing Activities.

If City otherwise desires the use of Contractor's ticket sales and related services for an Excluded Ticketing Activity, Contractor shall provide such services and such Event shall thereafter be deemed an "Event" for purposes of this Agreement.

The term "City Tenant" shall mean any promoters, tenants, teams or presenters with rights to sell tickets to Events at a City Venue pursuant to an executed City booking agreement, except with respect to Excluded Ticketing Activities. The term "City Venue" shall mean each of the following: Red Rocks Amphitheatre, Denver Coliseum, Ellie Caulkins Opera House, Buell Theatre, Boettcher Concert Hall, McNichols Civic Center Building, Bellico Theatre, the Denver Performing Arts Complex, the Colorado Convention Center, and any other venue where City promotes, books or presents an Event that the City desires to include in this Agreement (with any changes to terms to be mutually agreed by Contractor and City) (each, a "Venue" and collectively, with the venues listed above by name, the "City Venues").

B. Tools. The City shall receive at no cost to City, the full benefit of Contractor's full suite of ticketing tools, including the tools described in this Scope of Work, Hardware (as defined in Section L. below), AXS Ticketing software and any upgrades that are offered by Contractor to other clients of Contractor, including, without limitation, tools for sales, marketing and promotion, customer service, customer experience, and data collection and reporting.

Where Contractor or an Affiliate customarily charges for upgrades, or new tools are developed, the City shall be offered the opportunity to participate at the lowest rate Contractor offers any other client. If Contractor or an Affiliate offers other clients upgrades or new tools without cost to another client, Contractor or the subject Affiliate shall provide the City with such upgrades or tools without cost. Notwithstanding the foregoing, the City shall be under no obligation to purchase upgrades and new tools from Contractor or its Affiliates and may, in the City's discretion, purchase tools performing similar functions and services from other providers, provided such tools do not materially impair the exclusive rights provided to Contractor under this Agreement.

C. Event Submission, Creation, and Modification. The process of creating a ticketed event in Contractor's ticketing platform ("AXS Ticketing") is set forth below.

1. City Tenant books an event at a City Venue by entering into a venue user agreement with the City.

2. City will consult with City Tenant to onboard to the City's ticketing system including but not limited to: explanation of City and/or venue ticketing and box office process and policy, fee schedules, seating charts, scaling and provide an Event Build Submission form for City Tenant to submit to Contractor's Client Service and Support team. Upon receipt of a completed and signed Event Build Submission Form, Contractor may work directly with the City Tenant (if so requested by City) to determine final event build details and compliance to City ticketing policy and process.

3. Upon completion of the initial ticketing build, Contractor will send City Tenant a final event build worksheet that includes a preliminary event audit that confirms ticket pricing,

seat scaling details, holds and event revenue potential. Test links and onsale links will also be provided for both marketing and testing purposes. City Tenant approval is required prior to publishing any any/all tickets for sale.

4. After initial onsale, any changes made at the request of a City Tenant must be made in writing to Contractor prior to Contractor making changes to the Event.

D. Event Discovery Phase - Web and Mobile Promotion. Contractor will promote events at the City Venues on AXS.com, and the AXS Mobile App in compliance with all laws and in a form and manner reasonably acceptable to City.

1. Venue Website Services.

(a) Supported Websites and Website Services. The AXS Affiliate known as “carbonhouse” currently provides websites, a content management system, and hosting (the “Website Services”) for the following five websites: Denver Arts and Venues agency website, Denver Performing Arts Complex, McNichols Civic Center Building, Red Rocks Amphitheatre, and Denver Coliseum (each, a “Supported Website”). The Website Services shall include the following: Website content management license, hosting, training and technical support (which shall comply with or exceed minimum service levels described in the carbonhouse Service Level Terms (attached hereto as Exhibit E) for the five (5) Supported Websites. The costs of such Website Services shall be at \$4,200 per month, for a total of \$50,400 annually, which may be paid for out of the Digital Value-Added Services Credit. Contractor will pay such fees directly to carbonhouse on behalf of the City. Notwithstanding the foregoing, in the event that City elects to have someone other than carbonhouse host a Supported Website, the monthly cost set forth above shall not change as the cost of hosting the applicable website shall instead be applied to the cost of providing an API feed of Event data for the formerly Supported Website to City’s new hosting provider for such website.

(b) Event API Data for Red Rocks. If City requests Event API data from carbonhouse with respect to the Red Rocks Amphitheatre Supported Website, Contractor shall ensure that carbonhouse will provide an API feed for such Event data at no additional cost to the City.

(c) Redesigns of Supported Websites. Contractor shall ensure that City has the option to request carbonhouse to create redesigns for any of the Supported Websites. Redesigns will be quoted on a project basis, and the scope of work and fees shall be mutually agreed to in advance of the project kick off, based on a website developer rate as set forth in Exhibit B attached hereto, which shall be contracted for separately and shall be invoiced to City. The scope of any such redesign project will include two (2) rounds of wireframes for the homepage. Upon wireframe approval, carbonhouse will create one (1) design concept with two (2) homepage design iterations based on Hybrid Framework. Design iterations may include a different background, header or navigation design. City will be asked to select a single direction, which will be further refined through up to two (2) additional revision rounds. Upon homepage design approval, carbonhouse will begin design on interior pages (EDP & Event Listing Page) for approval. Changes beyond the second round of revisions will incur an additional fee agreeable to the City and Contractor in writing and contracted for separately. Additional features

will include carbonhouse advanced search, full page calendar and tools sufficient for City to secure WCAG 2.0 AA. Additional features & functionality and costs associated with same must be approved by City in writing in advance of any such engagement. Costs of services pursuant to this Section may be paid for out of the Digital Value-Added Services Credit.

(d) Additional Websites. City may request carbonhouse to perform services for other (i.e. that aren't already a Supported Website) City entity websites (each, an "Additional Website"). Such work will be quoted on a project basis, and the scope of work and fees shall be mutually agreed to in writing in advance of the project kick off, based on a website developer rate determined pursuant to Exhibit B, which shall be invoiced to City and contracted for separately. After any such Additional Website is built, it will be deemed included within the definition of "Supported Website". Costs of services pursuant to this Section may be paid for out of the Digital Value-Added Services Credit.

(e) Additional Features. City shall have the option to identify and request certain additional features be provided by carbonhouse to enhance website capabilities ("Additional Features") such as landing pages to promote special events (e.g. Yoga on the Rocks), event database upgrades such as event merge, single sign-on capabilities between ticketing and carbonhouse websites, and updating real-time availability in website listings for Events. The cost payable to carbonhouse for developing any such Additional Features will be quoted on a project basis. Costs of services pursuant to this Section may be paid for out of the Digital Value-Added Services Credit.

(f) Removal of Website. If the City removes a Supported Website or Additional Website from the scope of services provided hereunder, Contractor shall not be required to provide website or website hosting for any such website unless mutually agreed in writing.

(g) Implementation of Website Services. Process to implementation will include discovery and best-practice optimization with City (via phone), sitemap implementation, content plan (all content provided by City prior to development phase), design kickoff with City (via phone), development of Website, quality and assurance testing, back-end and-training and site deployment all in a form and manner satisfactory to City.

(h) Centralized Content Management Solution. Contractor (through carbonhouse) will provide a centralized content management tool acceptable to City for publication of Event related content and information to the Supported Websites. The content management solution must integrate with the City's digital Event content via a ticketing-based Application Programming Interface (API) or similar technology acceptable to City that populates and updates the City's digital properties with those hosted and maintained by carbonhouse with real-time Event content updates originating from the AXS Ticketing system.

(i) Carbonhouse on Retainer for Support Services. At City's request, Contractor will provide City with a monthly maintenance and support work retainer with carbonhouse to be used at the City's discretion subject to the terms herein. Current maintenance and support retainer minimums are as follows and shall apply during the Term:

<u>Retainer Hours</u>	<u>Monthly Fee</u>
20 hours/month	\$3,200/month
30 hours/month	\$4,350/month
50 hours/month	\$7,000/month

The monthly retainer will be paid for from the Digital Value-Added Services Credit as detailed in Exhibit B. Monthly retainer hours must be used in current month, and do not roll-over. Contractor requires a twenty hour per month commitment in order to provide a monthly retainer. City shall notify Contractor if an adjustment to retainer hours is needed for future months.

2. Mobile Apps. At City’s request, Contractor will develop a customized iOS and Android mobile application (each, an “App”) for any of the City Venues. City may utilize available funds from the Digital Value-Added Services Credit as detailed in Exhibit B to cover the costs to develop any such App.

(a) App Functionality. At a minimum, the App provided to the City pursuant to this Agreement by Contractor will enable patrons of City Venues to access and purchase tickets directly on the App, as well as access orders and manage tickets in their account. The App will integrate with the AXS SDK which will allow the AXS Mobile ID to represent natively in the App. This will also allow customers to view, transfer or post for sale their tickets if authorized. App data will be fed from the AXS Ticketing system via Application Programming Interface (API) to a real-time Content Management System (“CMS”) allowing one point of data entry of Event and City Venue information. The App will include a mobile application notification system via AXS Advantage that may be used for push notifications through geofencing. Push notifications may be used for welcome messaging, emergency or weather alerts, or any special offering by the Venue. App features will also include at a minimum: Event listings, Event calendar, visitor information, FAQ, maps, seating charts, and sponsorship information.

(b) Costs for Apps. City shall not be responsible for any costs related to the AXS SDK or related to API development or licensing costs that originate from AXS’ standard system technology. Contractor also agrees to provide annual hosting including unlimited bandwidth and support for all Apps provided to the City under this Agreement. If City requests integration to non-AXS technology or partner functionality, or if City requests optional features such as: interactive visitor guides, email subscription submission form, media centers, merchandise, food, and beverage ordering, then City will pay for Contractor’s costs (without any mark-up for profit) of providing such items. City may utilize the Digital Value-Added Services Credit as detailed in Exhibit B to cover the cost of such requests or request such services pursuant to a separate written agreement. If Contractor is charged an API license or development fee from a third party directly related to its services provided City pursuant to this Agreement, Contractor shall notify the City in writing, and if City elects to proceed, City shall pay for such costs pursuant to a separate written agreement with Contractor, and Contractor will provide annual hosting including unlimited bandwidth and support for all Apps as part of this Agreement.

3. Ticketing System Pages.

(a) Local and Genre Destination Pages. Contractor will build, host, and maintain a Denver Destination page and Genre pages on AXS.com highlighting Events as requested by City for which Contractor is the ticketing agent under this Agreement.

(b) Event Detail Page (“EDP”). Contractor will provide the City the opportunity to customize (in accordance with AXS Ticketing standard customization offerings) web skins directly on AXS.com EDPs for Events at City Venues when traffic originates from City-specific marketing efforts and websites. Contractor will provide one EDP for each Event for which tickets are available on the AXS Ticketing system.

(c) AXS.com Brand Flexibility. At the City’s request, Contractor will build and maintain customized series detail pages (“Series Detail Page”) for multi-performance Events. At the City’s request, Contractor will build and maintain a customized landing page Promotional Detail Page (“PDP”) for City produced Events (e.g. Film on the Rocks, Yoga on the Rocks, et. al) and other high-profile Events as designated by City. Contractor shall ensure such services are provided in a manner reasonably acceptable to City.

(d) AXS Marketing Services. Contractor’s marketing professionals will provide setup and support consulting services for all marketing and promotional activities performed by the City’s marketing professionals that promote Events at the City Venues, including newsletter and email campaigns, mobile/push notifications, re-targeting, social media, and website optimization, as may be requested by the City. Contractor shall ensure such services are provided in a manner reasonably acceptable to City.

(e) AXS Advantage. Contractor will provide the AXS Advantage (or replacement product as designated by Contractor) self-service suite of tools to the City. Features include: List builder, Campaign Creator, Remarketer, and Customer Targeting Tool. Email template functionality includes customizable options for newsletters, pre and post-Event patron communications, marketing automations and non-event related communications. City will be responsible for Contractor’s out-of-pocket costs associated with use of these self-service tools, including but not limited to delivery, shipping, email sends, and retargeting costs. If not separately contracted for by City and a third-party provider, the costs of AXS Advantage may be paid for out of the Digital Value-Added Services Credit without mark-up by Contractor or its Affiliates.

(f) Affiliated Web Properties. Contractor will provide listings of Events at the City Venues and on strategic affiliated web properties as mutually agreed upon in writing by City and Contractor.

E. Purchase Phase - Ticket Sales and Fulfillment Services.

1. White Label Ticketing System. Contractor will provide City with a white label version of the AXS Ticketing platform acceptable to the City that is branded for use by the City for the City Venues, to use during the Term in accordance with the Agreement.

(a) Core Ticketing System. Each City Venue will be ticketed using AXS Ticketing for both single ticket sales and, if implemented by City, season ticket sales. Each box office location will be equipped by Contractor with everything needed to run day-to-day ticket sales operations, including, but not limited to, a web-based portal with tools for Point of Sale and patron identification, order management, CRM, and reports. Physical equipment to be provided by Contractor includes: PCs and Monitors, BOCA or similar printers, credit card swipers, ticket scanner devices and mobile seat locator printers for ticket scanning and admission at the point of Venue entry. Section L describes specific Hardware to be provided by Contractor and City connectivity responsibilities.

(b) Online Ticketing Features. As part of the consumer ticketing experience offered to the City's patrons, Contractor will provide City with use of the AXS Ticketing platform's proprietary features, including: the Waiting Room, Flash Seats digital technology, 2D inventory seat maps for all Venues, (provided that Red Rocks and Bellco shall receive AXS 3D co-mingled inventory seat map and view from seat technology), and other new system wide features that are released to Contractor's clients during the Term of this Agreement.

(c) Ticketing Operations. Contractor's client services group will run, as directed by the City, and to City's reasonable satisfaction, internal ticketing operations for all City Venues on AXS Ticketing. This includes activities such as venue setup, event programming, on sale setup, promotion creation, web link creation, reporting box office operations, and local Denver customer service via the Local Phone Room (as defined in Section 6 below).

(d) App Purchases. Customers also will be able to purchase tickets for Events at the City Venues with the AXS Mobile App and when requested, any venue app utilizing the AXS apps Application Program Interface (API).

(e) Data Insights. Contractor will provide City insights from data gathered via the Waiting Room, including City access to AXS tools such as real-time waiting room stats, AXS Fair Ticketing, CRM Fan Account and other AXS tools to help shape Event scheduling for the City Venues. The City also shall have direct access to such tools where such access is commonly available to other Contractor clients.

(f) Ticket Delivery Methods. Contractor will provide and support all forms of ticket delivery methods Contractor currently offers, including paper tickets, e-tickets and digital ticket entry and any other future delivery technologies as mutually agreed upon by the parties.

(g) Consumer Purchase Experience. Contractor will provide the City the opportunity to customize web skins directly on AXS.com for: (i) the Supported Venues, (ii) mutually agreed upon high demand, high volume and multi-day series Events (e.g. ComicCon, Beer Fest, etc.) and (iii) for other mutually agreed upon events, shows, promotions, etc. and in all cases to the extent traffic originates from the City's digital properties, including websites and apps.

2. Marketplace Integration.

(a) Marketplace; Functionality. The City desires to provide its constituents a safe, reliable and trusted official ticket marketplace for ticket purchases when Event demand exceeds supply (the “Marketplace”). Contractor will provide the Marketplace to ensure a trusted marketplace for fans to buy and sell official, authenticated City Venue tickets to City Venue Events using both AXS’s Marketplace (where tickets will be presented in a co-mingled seat map (the “Co-Mingled Map”) and the City’s “Official Fan Marketplace”, where tickets will be presented via a separate offer tile (the “Tile”) which shall be on all Event ticket sale listings to ensure a trusted marketplace for fans to buy and sell official, authenticated City Venue tickets to City Venue Events. The Marketplace shall include functionality to support barcode validation, cancellation, and reissues as fans list, sell, and buy tickets on a safe and secure marketplace where each ticket is guaranteed to be authentic, and incorporates tools and technology to combat fraud and bots. Contractor will consult with City regarding the branding of the Marketplace Tile and no additional marketplace tiles will be used on City’s Event Detail Pages unless mutually agreed by the parties.

(b) Contractor’s Promotional Obligations. Contractor will:

(i) Provide promotion of on-sales on AXS.com for all Events ticketed by Contractor and provide a secure, authorized platform for City patrons to transact Marketplace ticket sales.

(ii) Provide the Co-Mingled Map, the Tile and the City’s Official Fan Marketplace where City patrons can safely transact Marketplace ticket transactions on an officially authorized Venue site.

(iii) Provide functionality to support barcode validation, cancellation, and reissues as fans list, sell, and buy tickets to Events on AXS.com and the City’s Official Fan Marketplace.

(iv) Include fraud mitigation tools such as tools to enforce Event ticket limits and identify and prevent BOTS from obtaining selling and transferring ticket inventory.

(v) Sponsorship Payment. Contractor will pay the City an annual AXS Official Marketplace Sponsorship Payment as detailed in Exhibit B to this Agreement.

(c) City’s Promotional Obligations. In consideration of the Sponsorship Payment, City shall promote the AXS Marketplace as follows:

(i) Present AXS Official Marketplace and/or the Official Fan Marketplace – powered by AXS as the exclusive/official Marketplace ticketing platform across all print and digital assets for the Events in City Venues.

(ii) Place an AXS Official Marketplace advertisement or text link on the home page of the event detail pages during the Term of this Agreement;

(iii) Place the Official Fan Marketplace brand, where possible, on City Venue websites during the Term of this Agreement. Placement locations include the respective venue(s) schedule page and/or events page, and/or Tickets page;

(iv) Include the Official Fan Marketplace brand “Know Before You Go” pre-event marketing emails sent to attendees prior to their ticketed Event;

(v) Include the Official Fan Marketplace brand in appropriate City social media posts and outlets, when promoting the Marketplace, on sales and other Venue related posts.

(vi) Place the Official Fan Marketplace brand on display ad or text links on the homepage and/or ticket page of City’s Venue mobile websites during the Term of this Agreement;

(vii) Place the Official Fan Marketplace brand link on City Venue in-venue display screens during the Term of this Agreement;

(viii) Place the Official Fan Marketplace brand on City Ticket backs and seat locators;

(ix) At least once per year of the Term, include information about AXS Official Fan Marketplace sponsorship in a City-sponsored season ticket insert, but only if/when City provides the season ticket service and only if/when Contractor is the sole ticketing sales agent for such season tickets. Contractor shall pay all applicable printing costs for the inserts; and

(x) Provide one offline DAV asset per City Venue ticketed to AXS Official Marketplace once per year of the Term (such as concourse signage, barrier entrance signage or other hard asset).

(d) Processes regarding the Marketplace.

(i) Enabling the Marketplace. By default for City Venues, the AXS Marketplace (Co-Mingled Map) AND the City’s Official Fan Marketplace (Tile) shall be enabled immediately at the first onsale of Tickets for the applicable Event.

(ii) “Sold Out” Rules. An Event may not be billed as “Sold Out” unless it is a non-publicly ticketed Event (e.g. event for which Marketplace sale would not apply). Additionally, an Event cannot be flagged as sold out in CMS or include the words “Sold Out” in the event title.

(iii) Method of Delivery Rules. AXS Mobile ID / Flash MOD is the only free and only electronic method of delivery (“Flash Delivery”). At least ninety percent (90%) of Tickets will be delivered using the AXS ID/Flash Seats digital method of delivery.

(iv) Will-Call Rules. Will-Call cannot be an option as a method of delivery until one week before an event, except as may be otherwise mutually agreed or as required by applicable law.

3. Customer Relations Management (CRM). Contractor will provide CRM services for City upon City's written request. In the event City utilizes such services or tools, the City will be responsible for the costs thereof, which shall be agreed upon in a separate written agreement and invoiced by Contractor to the City.

4. Box Office Services. At each ticket sales box office located at a City Venue (each, a "Box Office"), Contractor will provide full staffing services to the City at the staffing levels, times, and locations required by City, the costs of which shall be invoiced to the City at the rates set forth in Exhibit B. The Box Office staffing costs attributable to any particular Event (for example, the costs incurred on the day of a particular Event) shall be passed on by the City to the particular City Tenant, as documented in separate booking agreements with City Tenants. The Box Office staffing costs requested by the City on any other times not associated with or billed to a particular City Tenant (e.g. on Saturday hours) shall be invoiced directly to the City at the rates set forth in Exhibit B. Contractor will provide full financial settlement capabilities for all Events at City Venues ticketed by Contractor. All other box office services including pre-event ticketing services (like event builds and publication, pricing, promoter call and onboarding, finance services IT services et al) are not billed to the City and are entirely and completely covered by AXS. Settlement Reports must meet SOC standards and be directly generated from the AXS Ticketing system. The City will provide physical box office facilities and shall also provide the IT Requirements (as defined in Section "L" below), and a dedicated safe. Contractor shall implement its cash control system at all box offices, which shall be commensurate with industry standards.

5. Information Center Services. At the City Venue Information Center located at the Denver Performing Arts Complex (the "Information Center"), Contractor will provide staffing services to the City at the staffing levels and times required by City, the costs of which shall be invoiced to the City at the rates set forth in Exhibit B. At the Information Center, Contractor's staff will provide local support and customer service for patron inquiries across all City Events and City Venues on AXS Ticketing. The standard business hours of the Information Center shall be from 10:00 am until 8:00 pm, MST, daily, or as otherwise requested by the City.

6. Local Phone Room Services. At the City's local Denver call center phone room located at the Denver Performing Arts Complex (the "Local Phone Room"), Contractor will provide staffing services to the City at the staffing levels and times required by City, the costs of which shall be invoiced to the City at the rates set forth in Exhibit B. The Local Phone Room shall utilize a City Venue – specific vanity telephone line. The standard business hours of the Local Phone Room shall be from 9:00 am until 5:00 pm, MST, Monday through Friday, or as otherwise requested by the City.

7. Additional Local Phone Room Services. In the event City utilizes additional local customer support services staffed by AXS, the City will be responsible for providing internet and telephony and all operational costs, including staffing reimbursement, hardware and software

costs, which shall be agreed upon in a separate written agreement and invoiced by Contractor to the City.

(b) National AXS Customer Service. Contractor will provide City Venue specific vanity lines to provide ticket buyers customer service and ticket sales via Contractor's AXS Guest Services National Call Center group. The AXS National Call Center will be available to assist City patrons via means such as Phone, Email, Mail, Web Form, Live Chat, Facebook, and Twitter. Phone and live chat customer service will be available 7am-9pm (MST), 7 days a week with phone calls being answered at the national AXS Call Center. Other online customer service (web form and email) will be resolved by Contractor's central in-house team using Contractor's customer support tools. Responses to customer services inquiries will be AXS branded.

F. Services During Events - AXS Mobile App. Contractor will integrate the City's Venues into the AXS mobile app for enhanced customer experience while at a City Venue. For example, the AXS App will provide information regarding directions, traffic, and parking, and restaurants and hotels in the area. The App also may be used for delivery of AXS ID/Digital tickets. Once inside the Venue, the App will provide information regarding seating and restroom locations should the City's Venues meet the IT Requirements and be equipped, at the City's expense, with consumer connectivity, e.g. Wi-Fi network. Contractor will provide the City the ability to send specialized Alert Messaging via Push Notifications to subscribers through the AXS App for Events at City Venues (e.g. Red Rocks Weather Alerts), subject to customer connectivity provided at the City's expense.

G. Post Event Services - Data Insights. Contractor will provide access to City representatives for the full service database insight tool, "AXS Intelligence". Contractor will include AXS Intelligence consultation sessions with Contractor's experienced marketing and data analytics staff on a monthly basis. Contractor will provide the full services of an AXS survey tool to City Venue staff for post Event customer satisfaction measurement.

H. Personnel.

1. Executive Personnel. Contractor will provide an executive level primary point of contact to act as a liaison to the City for this Agreement. Contractor's initial primary point and primary customer service executive for this Agreement will be Senior Vice President, Music, AXS Digital. Contractor will promptly notify the City of any change in the foregoing representatives or the contact information for the foregoing representatives. The City shall notify Contractor of the executive personnel and primary points of contact to act as liaison to Contractor for this Agreement, which shall initially be the City's Senior Manager Ticketing Operations.

2. Ticketing Account Manager. An AXS Ticketing Account Manager will be assigned to and approved by the City in writing. The assigned Ticketing Account Manager will be a seasoned veteran of the ticketing industry and expert user of the AXS Ticketing platform and ecosystem. The Ticketing Account Manager will be the primary contact person for the City's needs as it operates, innovates, and leverages the AXS Ticketing system. The Ticketing Account

Manager will be responsible for coordinating consultations and trainings, ensuring any and all questions related to AXS Ticketing or operations are answered in a complete and timely manner to City's satisfaction. The Ticketing Account Manager will manage, under Contractor's supervision, the day-to-day communications and relationship between the City and Contractor. The Account Manager will be General Manager Rocky Mountains & Pacific Northwest, AXS Digital.

3. Ticketing Product Manager. An AXS Ticketing Product Manager will be assigned to and approved by the City in writing. The assigned Ticketing Product Manager will be a seasoned veteran of the ticketing industry and expert user of the AXS Ticketing platform. The Ticketing Product Manager will be the primary contact person for the scoping out and development of new project plans for the City regarding requested developments relative to the AXS Ticketing system, for example, scoping out changes, system requirements, pricing, and use of the Digital Fund or Infrastructure Allowance, as applicable, to pay for such projects where applicable. The Ticketing Product Manager will be responsible for coordinating consultations and responses to questions regarding new developments. The Ticketing Product Manager will be the Director, Ticketing Strategy and Account Management - Music.

4. IT Services. An IT services team will be designated by Contractor to provide technical details and support for the City's ticketing infrastructure to be provided under the terms of this Agreement. Ongoing onsite IT infrastructure (i.e. circuits, wireless access points, etc.) maintenance is the responsibility of the City.

5. Intentionally Omitted.

6. Client Services. A Client Services team will be assigned to each City Venue to assist in the day-to-day needs of the Venue. In addition, this team will work behind the scenes conducting testing and verification of Event details and on sales. This team will work to ensure the event data is consistent across all Events.

7. Finance. Contractor will assign experienced finance professionals, including a dedicated Denver based resource(s), to assist and support the City with Event reporting, audits, settlements, merchant accounts and any other finance questions, issues or suggestions for enhancement that the City Ticketing, Venue Operations and Finance personnel may have.

I. Training.

1. AXS Ticketing Training. Contractor will assign an Account Manager, as determined necessary by City, to provide the City with management-level and staff-level training on the following topics. These trainings will be provided by webinar and on-site at the City Venues. Training topics, curriculum, and timetable will be customized based on the necessities of the given Venue and user level, and will include the following, as applicable:

1. Event creation
2. Event modification
3. Event pre-sale, on-sale, and promotion processes
4. Day-to-day box office activities

5. Box office manager training (restriction management, event validation, reports, and troubleshooting)
6. Day of show activities
7. Post show activities, including financial and administrative reporting
8. Outbox support and communication
9. Ticket seller training (transaction process, balancing procedures, etc.)

2. Ticketing Trainers & Materials. The Account Manager, with the assistance of a Documentation & Training Specialist, will be responsible for conducting training sessions with venue management and staff and City Tenants' management and staff, as determined necessary by City. The Account Manager will work with the City to develop a training plan specific to the City's organization.

3. Training Documents. The training materials used for system training are published and provided by the Documentation & Training department at AXS. Such materials are custom prepared in advance and distributed during the training sessions.

4. Ticketing Tutorials. As a part of on-going client support, the City will have available to it Contractor's comprehensive training and support system that is accessible worldwide 24 hours a day. In conjunction with AXS Ticketing training (described above), the Ticketing Tutorial space provides invaluable system training information including "how-to" videos and step-by-step documentation that will help guide users through the Outbox product.

5. Monthly Tutorials Newsletter. A newsletter related to new content and tutorials available in the AXS Tutorials portal will be distributed to City's registered users each month. Newsletter content will specifically refer to product enhancement and related documentation.

6. Annual Seminar/Working Conference. Contractor holds an annual continuing education meeting for clients each year. Participation will be free of charge to the City and there shall be no limits on the number of City representatives that may attend. Transportation and housing costs shall be the responsibility of the City.

J. Daily Support – AXS Client Service and Support Team. All of the City's and City Tenants' service needs shall be adequately supported by the local AXS Client Service and Support Team. This may involve issues in connection with: ticketing system, Hardware (provided by Contractor) or networking issues (internal or external) that may or may not require coordination with a City Venue's IT staff or external providers.

Daily support will be provided and available 24 hours per day 7 days per week by Contractor's local AXS Client Service and Support Team, located in Denver, Colorado. The local AXS Client Service and Support Team will provide daily Event configuration and day of Event support for all City Venues. Regular hours are Monday—Friday from 8:00 a.m. to 6:00p.m. (MST) and Saturday from 10:00 a.m. to 6:00p.m. (MST). After regular hours, a client services supervisor will be available on an on-call basis to provide assistance and answer any queries within a response time of 15 minutes.

Response times shall be at least equal to industry standard for any phone call and email communication. After business or Event hours, support supervisors are available within 15 minutes. In addition to the local AXS Client Service and Support Team in Denver, AXS will have dedicated client support resources located in Los Angeles, California for issue escalation, support and resolution.

K. System Installation, Quality Control & Testing, & Upgrades.

Contractor will continue to support the City Venues with the AXS Ticketing platform as described in this Agreement. The parties will conduct planning and research to identify requirements, scope and structure of City Venues, business objectives and ticketing needs; Contractor will conduct site surveys of the City Venues to assess network and hardware infrastructure and venue operational requirements; Contractor will prepare for the City's written approval of a project plan and timeline for changes, if any, to the currently installed AXS Ticketing platform.

Quality control and testing will be completed on all AXS products, upgrades or enhancements before it is installed at a City Venue. After installation, ongoing quality assurance and maintenance will be handled by Contractor's technology team prior to any releases to production.

Software upgrades for Contractor's products generally are scheduled for release approximately every 2-3 months. Contractor will upgrade the City's system to the latest version during each release cycle. All production upgrades and issues will be tested by both the technology team as well as the local AXS Client Service and Support Team to ensure the releases are sufficiently vetted. Release notes will be sent to the City prior to each upgrade.

Contractor will use commercially reasonable efforts to provide at least 99% Uptime in any calendar month (the "Target Uptime Percentage"), outside of "Maintenance" or new releases windows, for utilizing the AXS Ticketing platform. "Maintenance" means maintenance to the AXS Ticketing platform: (i) that occurs during the time period that Contractor or its third-party service providers reserve for scheduled maintenance, which will be non-business hours (i.e. not during 8:00 a.m. to 6:00 p.m. Pacific Time, Monday through Friday, excluding those weekdays on which any federal holidays occurs in the United States) and will not exceed five (5) hours per month; and (ii) any additional maintenance for which Contractor provides City with at least two (2) days advance notice. "Downtime" means any time that the AXS Platform is not available for access by City's authorized users, and "Uptime" means any time that is not Downtime.

L. Equipment. Contractor will provide and maintain all AXS Ticketing communications and box office workstation equipment at the City Venues, including computers, monitors, keyboards, credit card readers, routers, switches, wireless access points for scanning, report and BOCA ticket printers, wireless scanning units and locator printers (the "Hardware"), as more particularly described below, which the parties agree are comparable to that currently used for the systems presently in use at the City Venues. The Hardware shall at all times be and remain the sole property of Contractor, as provided in Section 28 of the Agreement. Contractor will assume all costs in

providing all Hardware, software and alternate admission control and point of sale equipment for the duration of this Agreement based on the following minimum requirements:

City Venue	POS Stations + Ticket Printers	Ticket Scanners + Seat Locater Printers	Resolution Laptops	Scan AP's
Red Rocks	8	22*	3	3
Denver Coliseum	9	15	0	3
Boettcher	4	8	1	1
Buell	4	10	1	1
ECOH	4	8	1	1
Sculpture Park	4	6*	1	2
CCC/Bellco	12	20	2	0
McNichols Civic Center Building	2	4	0	1

*Outdoor Venues must be supplied with fully waterproof units capable of withstanding the rigors of outdoor scanning environments and the elements.

Any additional Hardware required by the City in excess of the minimum quantities above shall, upon City's written request, be provided by Contractor on a temporary basis. Any additional Hardware requested by the City for any new Venues shall be provided by Contractor as mutually agreed as shown by an amended Exhibit A.

Contractor will be responsible for the installation, support and maintenance of all Hardware in close coordination with the applicable City Venue's staff. Contractor agrees to provide latest versions of OEM hardware devices that are no more than 3 years old. Current installed Hardware base will be assessed upon execution of this Agreement to determine current condition and a replacement plan, if needed, and will be mutually agreed between parties.

Any loss or damage (beyond normal wear and tear) of the Hardware, directly and solely caused by City personnel or City contractors other than AXS Ticketing will be responsibility of the City.

The City shall be responsible for providing for each City Venue routine maintenance and access to areas required for installation, as well as providing electricity, cabling, internet connectivity, phone lines, and other technical requirements (the "IT Requirements"), as follows:

1. High Level IT Requirements.
 - Data Circuit/DMZ
 - Minimal 10MB circuit (recommended)
 - Must have Public IP/Static IP
 - Any preferred provider (Fiber/DSL/Cable)
 - Rack Space
 - Minimal 6Us required for rack space

Central location to cabling

- Recommended (IDF/MDF) or in Box Office

Cabling and Ports

Need two open network ports per Box Office window (Computer/Boca)

Need one open network port per location for Back Office users (Boca)

Need one port per Access Point/Gate

- Cabling should be ran to central location (MDF/IDF) or in Box Office

Power

Need to have 15/20 amp circuit to Network Infrastructure (Outbox HW)

Need to have 4 open power outlets per workstation/window

- If not possible we will provide power strip

2. IP Ranges/Port Requirements.

IP Ranges:

65.93.252.98

76.232.250.194

64.70.59.129 - 64.70.59.251

64.34.154.130 - 64.34.154.159

69.90.179.34 - 69.90.179.62

69.90.181.226 - 69.90.181.254

Ports:

Port 22 – SSH

Port 631 – CUPs

Port 5222 – xmpp

Port 6556 – check_mk

Port 8443 – Remote Mgt

Port 9100 – IPP

The City is responsible for the provision of non-technical elements needed to reasonably enable ticketing operations in the City's box offices (including climate control, cash safes, furniture chairs, desks etc.), and in scanning areas (including tents and/or shelters with collapsible or retractable walls for ticket scanning areas) for the efficient and safe ingress of patrons as well as the protection of Contractor employees and equipment.

M. Sponsorships. City will have the right to sell and activate sponsorship opportunities related to the services and products provided per this Agreement by Contractor and Affiliates including, without limitation, hold time sponsorship advertising on Contractor's City-specific vanity lines, website advertising on City owned websites and Apps, website advertising on City skinned ticket sites (not applicable to axs.com), ticket backs, ticket confirmation and receipt emails. In the event the City utilizes such services, the City will be responsible for the costs thereof, which shall be agreed upon in a separate written agreement and be invoiced by Contractor to the City in accordance with Exhibit B.

N. Refunds; Relocated Events.

(a) **Refunds.** If an Event is cancelled, the Account Balance (as defined below) shall be held and made available for distribution by Contractor to ticket purchasers. For purposes of this Agreement, the term “Account Balance” shall mean the amount of funds held at any time by Contractor on account of ticket sales for the subject Event, including the Contractor Ticket Fees. Contractor shall immediately cease selling tickets upon its receipt of notice of the cancelled Event and shall promptly make full refunds, including amounts attributable to Contractor Ticket Fees, to purchasers properly entitled to a refund. In the event the Account Balance is insufficient to make the applicable refunds, Contractor shall offset against other funds being held by Contractor under this Agreement at such time. The refund and/or exchange policy for postponed or modified events (e.g. substitute acts) shall be mutually determined the City Tenant and City on a case-by-case basis.

(b) **Relocated Events.** If an Event gets re-located due to a force majeure event or other circumstance, to a non-City Venue or a venue that does not use the AXS Ticketing system (each, a “Relocated Venue”), then the Contractor shall assist to transition the ticketing services for such Event to the applicable ticketing provider by a date as soon as reasonably possible (the “Relocation Date”). Any ticketing receipts that AXS had collected with respect to the Event, that were owing to the City prior to the Relocation Date, shall be remitted to the City, unless the City desires to refund the ticket holders, in which case the Contractor shall refund such ticket holders for the amount of their transaction, less the Payment Administration Fee which the Contractor shall be entitled to retain. In the event that the City desires Contractor to perform Box Office services at the Relocated Venue, the Contractor will perform such services and shall invoice the City for the costs thereof, at the rates set forth in Exhibit B of the Agreement. In the event that the Relocated Venue desires the Contractor to continue selling tickets for the Relocated Event, then the City, the Contractor, and the Relocated Venue shall mutually agree to either honor the same per ticket fees set forth in Exhibit B, or to any modifications to such fees, and shall agree as to what amounts of ticket proceeds the Contractor shall distribute to the City, and to the Relocated Venue, after the Contractor retains its fees as set forth in Exhibit B.

O. Consumer Data. The City shall own the consumer data collected by the Contractor in accordance with the Agreement. The Contractor and its Affiliates may use such consumer data, only in the following manner:

1. **Customer Support.** Contractor may use the data for the support of consumers (i.e., ticket purchasers) in connection with said consumers’ service inquiries.

2. **Ongoing Marketing.** During the term, Contractor and its Affiliates may use consumer data to provide the marketing services described in this Agreement. No other sharing of consumer data is allowed other than as expressly permitted by this Agreement.

3. **Consumer Opt-In.** Contractor and its Affiliates may use consumer data obtained from consumers who affirmatively elect to receive AXS or third-party marketing communications from Contractor and/or its Affiliates.

P. Additional Development Services. At the request of the City, Contractor shall research and develop custom ticket enhancements for use by the City and/or its City Tenants (“Additional

Development Services”). A custom ticket enhancement means a component that falls outside of Contractor’s current tool set or tools currently under development. Any Additional Development Services must be mutually agreed upon in a separate written Work Order.

Q. Notices. The parties agree that any time a notice or approval is required by this Exhibit A to be written or in writing, that an email or electronic transmission shall be deemed to be written or in writing.

R. Ticket Stock. All printed tickets and seat locator stock shall be provided on standard Contractor branded ticket and seat locator stock. In the event the City requests Contractor to provide custom branding on ticketing stock, Contractor will provide such stock on a City determined design from Contractor’s preferred ticket stock supplier, and invoice City for the cost of the stock without mark-up.

EXHIBIT B

COMPENSATION AND PAYMENT

A. Contractor Compensation.

1. Primary Market Sales Contractor Ticket Fee. Except as otherwise provided herein, for each primary market ticket sold via AXS channels (e.g. online, App, mobile, Box Office, and any other consumer-facing retail channels) by Contractor under this Agreement, Contractor shall be entitled to be paid the sum of Three and No/100 Dollars (\$3.00) (the “Contractor Ticket Fee”) per ticket.

2. Reductions to Primary Market Contractor Ticket Fee. If required by the City in its sole discretion, Contractor shall reduce the Contractor Ticket Fee to as low as \$0.00 per ticket for the following reasons:

(a) Colorado Convention Center Consumer Events. For events booked in the Colorado Convention Center where the highest ticket price is \$29.99 or less, Contractor shall be entitled to a Contractor Ticket Fee ranging from \$0.75 per ticket up to the Contractor Ticket Fee of \$3.00, with such amounts to be mutually agreed by the parties.

(b) Low Cost Events. Low Cost Events shall mean non-national touring events for which the highest ticket price is no more than twenty dollars (\$20.00). As requested by City, Contractor shall provide the ticket sales and related services described in this Agreement for up to twenty (20) Low Cost Events per calendar year without reimbursement from the City of the Contractor Ticket Fees for the tickets sold by Contractor to said Low Cost Events; the City shall solely determine, at the time of event submission, which Low Cost Events shall be counted. One series (i.e. multiple consecutive days of the same Event) shall be considered one Low Cost Event. Contractor shall be paid the standard Contractor Ticket Fee for all Low Cost Events ticketed beyond twenty events in a calendar year during the Term.

(c) City Produced Events. City Produced Events are defined as any event where the City is the presenter/producer/co-producer or Co-presenter and receives at least twenty-five percent (25%) of ticket sale proceeds-exclusive of ticket fees and taxes. Contractor shall provide the ticket sales and related services described in this Agreement for City Produced Events in accordance with the below.

(i) If the highest Ticket Price is Twenty-Five dollars (\$25.00) or less, Contractor shall provide the ticket sales and related services described in this Agreement for City Produced Events without reimbursement from the City of the Contractor Ticket Fees.

(ii) When the highest Ticket Price is \$25.01 or more, Contractor shall provide the ticket sales and related services, for an allotment of up to Twenty-Five Thousand (25,000) annual tickets, at a reduced Contractor Ticket Fee of One-Dollar and 50/100 (\$1.50) per ticket. All additional City Produced Event tickets in excess of the allotment described above, shall be subject to the standard Contractor Ticket Fee of Three and No/100 Dollars (\$3.00) per ticket.

3. Marketplace Sales Contractor Ticket Fee. For Marketplace Event ticket sales processed by Contractor, the Contractor Ticket Fee shall be half of all fees collected on Marketplace transactions after all tax and Payment Administration Fees have been deducted.

4. Distribution Partners. City may choose to allocate a limited number (not to exceed such allocations that are consistent with past practice) of Tickets through any of Contractor's third party distribution partners, such as Groupon and Goldstar (each, a "Distribution Partner"). Upon receipt of written direction from Client, Contractor shall provide the appropriate Distribution Partner access to an AXS Platform API for the relevant Event(s) at no cost to City (though Contractor reserves the right to charge the Distribution Partner or any relevant third party negotiated amounts for such access). Contractor will not charge City a Contractor Ticket Fee on such Tickets, but Contractor shall be entitled to mark up the cost of such Tickets to cover fees which it shall collect from Distribution Partner for facilitating such distribution pursuant to any separate terms negotiated between AXS and the applicable Distribution Partner(s). If an Event's sales are under performing, City and Contractor shall mutually agree upon exceptions to the foregoing.

5. Premium Ticket Sales. Premium sales are defined as those tickets that a City Tenant sells at higher ticket prices than those of similarly located standard tickets. Contractor shall be paid 6% of the "Gross Transaction Value" (as defined in Section 15 (c)), for premium tickets sales made on the Contractor's AXS Ticketing system.

6. VIP Sales. VIP sales are defined as those tickets that a City Tenant sells as a ticket for entry and includes additional benefits or goods such as special seating, early entry, merchandise, or tours or the like. Contractor shall be paid 6% of the Gross Transaction Value for VIP tickets sales made on the AXS Ticketing system.

7. Inline Upsell Offers. Inline Upsell Offers are sales defined as those ancillary sales presented to patrons in the purchase flow after tickets are carted. Contractor shall be paid 10% of the Gross Transaction Value for inline purchase flow upsells (Merchandise, tours, Shuttles etc.) made on the AXS Ticketing system.

8. Other Tickets. Contractor shall not receive the Contractor Ticket Fee for tickets sold at the Venue box offices, for subscription tickets or tickets distributed for free (with no face value) or for complimentary Tickets (whether distributed online or on paper tickets).

9. Settlement Payments. Contractor Ticket Fees shall be paid in accordance with the settlement procedure set forth in this Agreement. For each full calendar year of the Term, Contractor shall be paid the greater of: (i) the aggregate of Contractor Ticket Fees during the subject calendar year or (ii) Two-Million, Two-Hundred-fifty Thousand and No/100 Dollars (\$2,250,000.00) ("Minimum Guaranteed Payment"). Contractor Ticket Fees for all Events that are finally settled per the Agreement prior to December 31st of the subject calendar year shall be included in calculating (i). In the event the aggregate Contractor Ticket Fees for a calendar year are less than the Minimum Guaranteed Payment (such difference, the "Gap Payment"), the City shall pay Contractor the Gap Payment upon its receipt of an invoice in a format and with a level

of detail acceptable to the City, including all supporting documentation required by the City, to receive payment of a Gap Payment. Once all information required by the City has been provided, the City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to this payment.

10. Box Office Staffing Reimbursement. The City will reimburse Contractor for staffing resulting from management and services provided by Contractor at each Box Office (the "Box Office Staffing") accrued during Events ticketed by Contractor under this Agreement. In addition, the City will reimburse Contractor for staffing for open Box Office hours operated at the request of the City (e.g. Coliseum sales on Saturdays). Contractor's hourly rates of \$16.50 per hour for Contractor's box office sellers and \$25.50 per hour for Contractor's box office managers will not increase over the course of the 5-year term, unless legally mandated wage rates increase during the term. Notwithstanding the foregoing, all other box office staffing costs arising from management, finance, implementation services (including venue/map/ticketing system configuration), promoter services (including ticket builds, marketing, event settlement, etc.), and onsite IT support will be included as part of venue ticketing services and will not be charged to the City (the "Included Staffing"). The City will make such payments upon its receipt of an invoice in a format and with a level of detail acceptable to the City, including all supporting documentation required by the City. Once all information required by the City has been provided, the City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to this payment.

11. Information Center Staffing Reimbursement. The City will reimburse Contractor for staffing resulting from services provided by Contractor at the Information Center pursuant to Section 5 above, at hourly rates not to exceed \$24.00 per hour for staff and \$30.00 per hour for managers, which rates will not increase over the course of the 5-year term, unless legally mandated wage rates increase during the term, or as otherwise requested by City. The City will make such payments upon its receipt of an invoice in a format and with a level of detail acceptable to the City, including all supporting documentation required by the City. Once all information required by the City has been provided, the City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to this payment.

12. Local Phone Room Staffing Reimbursement. The City will reimburse Contractor for staffing resulting from services provided by Contractor at the Local Phone Room pursuant to Section 6 above, at hourly rates not to exceed \$24.00 per hour for staff and \$30.00 per hour for managers. Hourly rates will not increase over the course of the 5-year term, unless legally mandated wage rates increase during the term, or as otherwise requested by City. The City will make such payments upon its receipt of an invoice in a format and with a level of detail acceptable to the City, including all supporting documentation required by the City. Once all information required by the City has been provided, the City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to this payment.

13. Additional Development Services Reimbursement. The City will reimburse Contractor for staffing from written requests for additional design and development services where a scope of work has been mutually agreed by the City and the Contractor in writing on a separate Work Order. The Work Order shall specify hours for the Work, type of services, with the hourly rates which shall be as follows: \$200 per hour for software/hardware engineers, product management, and product designers, and \$160 per hour for support and maintenance of design and

development (e.g. carbonhouse). These shall be the pay rates regardless of the number of Contractor staff or subcontractors used to perform such services. This pay rate shall be effective for the duration of the Agreement. These rates will not increase over the course of the 5-year term, unless legally mandated wage rates increase during the term. The City will make such payments upon its receipt of an invoice in a format and with a level of detail acceptable to the City, including all supporting documentation required by the City. Once all information required by the City has been provided, the City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to this payment

14. Additional Staffing. Any staffing for services not described in this Agreement shall be mutually agreed upon in advance and set forth in a separate Work Order up to the amounts remaining in the Maximum Contract Amount.

15. Electronic Payment Processing Fees. AXS shall utilize its merchant bank accounts and payment integration vendors to provide payment processing of all transactions on AXS Ticketing on behalf of the City hereunder (including but not limited to, Tickets, VIP, Upsells, Box Office sales, etc.). To cover the costs of credit card payment authorization and credit card, debit card, digital wallet, and related processing fees, at the time of event settlement, Contractor will retain from the sales proceeds a "Payment Administration Fee".

(a) For sales of Tickets made at the Box Offices, and for season tickets, the Payment Administration Fee shall be an amount equal to 2.5% of the Gross Transaction Value.

(b) For sales processed by Contractor online, mobile, Apps, via its call centers, or at its retail outlets, or the marketplaces, the Payment Administration Fee shall be an amount equal to 3% of the Gross Transaction Value.

(c) The term "Gross Transaction Value" means the total value of the transaction processed on the AXS Ticketing platform or Marketplace, including but not limited to, the face price of a ticket or other items sold (e.g. upsells), inclusive of Contractor Ticket Fees, City Ticket Fees and City Tenant Fees, delivery fees such as mail and will call fees, and all applicable taxes and facility, parking and similar fees assessed via AXS Ticketing associated with an Event (e.g. add-ons or merchandise).

16. Fulfillment Fees. The City shall determine the amount of per order Delivery Fees to be assessed to customers, which shall be sufficient to cover the following fulfillment fees payable to Contractor. The Contractor shall be paid a standard fee(s) to cover delivery, production and mailing of tickets in the following manner:

(a) Standard Mail- Contractor shall be paid \$2.50 per order for the fulfillment of ticket orders up to the promoter set ticket limit. Tickets shall be produced and fulfilled by AXS on city ticket stock and will include the cost of delivery via United States Postal Service standard delivery at Contractor's sole cost and expense.

(b) Collector Ticket- Based on the City's current specifications for Collector tickets such as size, weight and type of ticket stock, design, etc., Contractor shall be paid \$4.50 per order

for implementation, maintenance, and support of the collector ticket program, and \$2.50 per order for the fulfillment of ticket orders up to the promoter set ticket limit, and Contractor shall be responsible to pay to AXS's fulfillment provider, currently WWL, who will print on a City collector design ticket stock and send them via United States Postal Service standard delivery. In the event Contractor incurs extraordinary out-of-pocket costs (such as returned mail fees, or for a new Collector ticket design specified by City) Contractor may deduct same from the per order fees paid by the customer in connection with the settlement process. Any sales tax or other taxes which are required to be paid on Collector tickets shall be assessed to customers and remitted by Contractor to the applicable taxing authority as provided by the Agreement.

(c) Payment Plan Tickets. For tickets over \$75.00 (or such other amount as directed by City), payment may be made on an installment basis upon the request of the City or a City Tenant ("Payment Plan Tickets"). No ticket shall issue until all installments have been paid. Payment Plan tickets shall be charged an additional Payment Plan Ticket Fee not to exceed \$30.00 per order. Contractor shall be paid one-third of the Payment Plan Ticket Fee.

B. City Compensation

1. City Contract Execution Payment. Contractor shall pay City a Contract Execution Payment in the amount of One-Million and No/100 Dollars within 30 days of execution of this Agreement.

2. City Ticket Fee. The City will be paid a fee per ticket sold to each Event (the "City Ticket Fee") in amount(s) to be determined by the City, prior to onsale, on an event-by-event basis. These fees shall be paid from amounts collected from the consumer and in accordance with the settlement procedure set forth in the Agreement.

3. Ticket Sales Guarantee. Contractor guarantees that, beginning in 2020, during each full calendar year of the Term it will sell 750,000 tickets for Events at City Venues that are promoted by Anschutz Entertainment Group or any entities owned, controlled, affiliated with, or operated by Anschutz Entertainment Group, including but not limited to, AEG Live – Rocky Mountains, LLC (each, an "AEG Presents Event"). If less than 750,000 tickets are sold by Contractor to AEG Presents Events during a calendar year, Contractor shall pay the City Three and No/100 Dollars (\$3.00) for each ticket under 750,000 not sold during the subject calendar year. This payment shall be made by Contractor to the City on or before forty-five (45) days after each Calendar Year.

4. Digital Value-Added Services Credit. Beginning in 2020, Contractor will provide The City a "Digital Value-Added Services Credit" in the amount of Two-Hundred-Fifty Thousand and No/100 Dollars (\$250,000.00) per year. The Digital Value-Added Services Credit may be used by the City for Contractor services for the creation, maintenance and innovation of the City's digital properties including, but not limited to, websites, apps, content management solutions, API integrations, marketing automations, and retargeting and transactional costs associated with email sends. To the extent the entire allotment or value of the Digital Value-Added Services Credit is not used in a calendar year, any remaining unused amount of Digital Value-Added Services Credit shall not rollover to a subsequent calendar year except with respect to services which commenced

during the prior calendar year which may be paid for with any remaining Digital Value-Added Services Credit from the calendar year in which such services commenced. The City shall designate in writing which projects it desires to be paid for out of the Digital Value-Added Services Credit, in advance of the work commencing. The Contractor will provide the City with an invoice indicating the actual hours worked, and the rates shall not exceed the rates provided for in this Agreement. The Contractor shall then invoice the City monthly, until the project is completed to the reasonable satisfaction of the City.

5. Annual Infrastructure Improvement Contribution. Beginning in 2020, Contractor will provide the City an allowance equal to \$0.50 per ticket sold at the Contractor Ticket Fee, up to a maximum of One Million (1,000,000) tickets sold for City Venues or otherwise Pursuant to this Agreement per year to fund an “Annual Infrastructure Improvement Contribution”. Contractor will accumulate such allowance out of the tickets sold for City Venues or otherwise pursuant to this Agreement each year and shall reduce the amount of the allowance by the amount of the capital improvements expended by Contractor on ticketing related projects requested and approved by the City in writing. On or before forty-five days after the end of a calendar year, Contractor will provide the City with a written report detailing the year and number of tickets that were sold at the Contractor Ticket Fee, along with a written report detailing the projects that were paid for out of the Annual Infrastructure Improvement Contribution. In the event that funds remain in the Annual Infrastructure Improvement Contribution at the end of a calendar year, such amount shall be rolled over into the next calendar year to be available for future capital improvements approved pursuant to this Paragraph. In the event funds remain at the termination or expiration of this Agreement, Contractor will remit such balance to the City within 30 days.

6. Marketplace Sponsorship Payment. Subject to the City’s continued performance of the terms of the Agreement, Contractor shall pay to the City an annual payment of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) on or before thirty (30) days after the effective date of this Agreement, and, thereafter, on or before thirty (30) days after the end of each calendar year during the Term to sponsor and promote the Marketplace as provided in this Agreement.

7. Annual Community Outreach Program. Beginning in 2020, Contractor will be responsible for developing, in conjunction with and written approval from the City, a music-related community outreach program that provides \$100,000 in value to the City annually in tickets and/or other sponsorship or program support. This Fund may be used for the purchase and distribution of tickets purchased at face value from Contractor’s Denver clients, program development costs documented and approved by written agreement between Contractor and City, and costs incurred in maintaining the program. Programs must take place in and be dedicated to City Venues ticketed by Contractor. Contractor will be responsible for providing a year-end report documenting spending and program results by January 31 of the following calendar year. Funding unused in a calendar year may be utilized in subsequent calendar years.

8. AXS Studios. Contractor will provide sponsor driven premium video content capture, production, distribution, and when requested by the City, premium concert/event streaming functionality, related to the Venues and Events. Contractor shall pay the City seventy-five percent

(75%) of all net sponsorship revenue resulting from such AXS Studios content during the Term of this Agreement.

9. Late Payments. Notwithstanding anything contained in this Agreement, any payment not made by Contractor to the City pursuant to this Agreement, when due, shall accrue interest at the rate of eighteen percent (18%) per annum, commencing on the 5th calendar day after the date such amount is due and owing until paid to the City.

10. Settlement Process and Contractor's Obligations to Remit Taxes. Paragraph 4 of the Agreement sets forth the process for settlement of Ticket proceeds. Further details regarding the settlement process are set forth herein. Contractor will collect, using its merchant bank account, proceeds of all tickets and ancillary items sold on City's behalf under this Agreement using the AXS Ticketing system, including the FDA Tax, or any other applicable taxes owed and due on transactions made by Contractor or expenditures made on City's behalf as detailed on the settlement report. Any such taxes or other hard costs as set forth in the settlement report (and subject to the approval of City as described in Paragraph 4 of the Agreement) will be deducted by Contractor and remitted to City, the City Tenant or to the applicable taxing authority or payee from the settlement proceeds, all as detailed in the settlement report.

EXHIBIT C
Certificate of Insurance

(see below)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Liberty Company Insurance Brokers CA License #0D79653 5955 De Soto Ave, Suite 250 Woodland Hills CA 91367	CONTACT NAME: Shelby Landucci PHONE (A/C No. Ext): (818)914-3960 E-MAIL ADDRESS: slanducci@libertycompany.com	FAX (A/C No): (866)835-6983
	INSURER(S) AFFORDING COVERAGE	
INSURED AXS Group, LLC *See attached for all named Insured(s) 425 W. 11th Street Los Angeles CA 90015	INSURER A: Travelers Property Casualty Co of Ameri NAIC # 25674	
	INSURER B: Travelers Indemnity Company of CT 25682	
	INSURER C: Lloyd's of London	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 19-20 GL, AU, Cyber/Tech

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	ZLP 31M9830A	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA 9K506424	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$	X	Y				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Cyber/Professional Liab including Data Storage			W23347190201	6/1/2019	6/1/2020	Limit: \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

AS required by written contract, The City and County of Denver, its elected and Appointed Officials, Employees and Vounteers ae included as Additional Insured as respects the Commercial General Liability

Crime: Hiscox Insurance Company NAIC#10200: Policy #UC22261845.19
 Employee Theft \$1,000,000 Deductible Per Occurrence \$5,000

CERTIFICATE HOLDER**CANCELLATION**

City & County of Denver Attn: Brenda Hannu 201 W. Colfax Avenue. Dept 304 Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Shelby Landucci/SLAND <i>Shelby A. Landucci</i>
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

Additional Named Insureds

Other Named Insureds

9390936 Canada Inc.	Subsidiary
AXS Digital Media Group, LLC	Limited Liability Company
AXS Digital, LLC	Limited Liability Company
Carbonhouse LLC	Limited Liability Company
Flash Seats Vertical Alliance	Limited Liability Company
Flash Seats. LLC	Limited Liability Company
Outbox Enterprises Canada, Inc.	Subsidiary
Veritix, ULC	Subsidiary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	CONTACT NAME: PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Sentinel Insurance Company, LTD.</td> <td style="text-align: center;">11000</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Insurance Company, LTD.	11000	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Sentinel Insurance Company, LTD.	11000														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED OUTBOX ENTERPRISES, LLC 425 West 11th Street, Suite 100 Los Angeles CA 90015															

COVERAGES **CERTIFICATE NUMBER: 1311601** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	N	76WBGVK8280	10/09/2019	10/09/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver Attn: Attn: Brenda Hannu General Services-purchasing 201 W. Colfax., Dept. 304 Denver CA 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

EXHIBIT D

SAMPLE FORM OF WORK ORDER

Contractor will be on call to _____ as directed by _____ as the Project Manager. Appropriate response time will be established between the consultant and the Project Manager.

Deliverables

Contractor shall produce the following deliverables to the City:

- ⌚ _____, to occur by _____, 201__.
- ⌚ _____, to occur by _____, 201__.
- ⌚ _____, to occur by _____, 201__.
- ⌚ Following completion of work: Consultant will invoice _____ for labor and costs associated with project

Payment Breakdown:

\$ _____ Contract Dollars maximum for this Work. Payment of that amount will leave \$ _____ in the Contract Year budget.

Contractor shall bill at the hourly rate of \$ _____.00 per contractor (insert names if applicable) and bill actual cost of materials, subcontractors, travel, and equipment as shown on the attached estimate.

Requested by City and County of Denver:

Director

Accepted by Contractor:

(print name and title)

EXHIBIT E
CARBONHOUSE SERVICE LEVEL TERMS

Carbonhouse shall ensure that a fully staffed help desk is available for reporting problems (as defined below) and making requests from 5AM - 7PM Eastern Standard Time on weekdays (“Working Hours”), excluding public holidays (defined as US Federal Holidays). Resources will be available after hours, weekends and on public holidays for reporting and resolution of suspected or actual Priority 1 Problems (as defined below). All requests must be submitted through appropriate ticket requests system as created for City by carbonhouse.

Problem Resolution Times		
Priority	Initial Response*	Maximum Resolution Time**
1 - High	30 mins	3 hours
2 - Medium	12 hours	24 - 48 hours
3 - Low	24 hours	Friday-Sunday requests Monday End of Day Resolution
		Monday-Tuesday requests Wednesday End of Day Resolution
		Wednesday-Thursday requests Friday End of Day Resolution
4 - Minor enhancement	2-3 days	Previous Sunday-Wednesday Requests Tuesday End of Day Resolution. Subject to change if request exceeds 5 hours in nature.
		Previous Thursday - Saturday requests Thursday End of Day Resolution. Subject to change if if request exceeds 5 hours in nature.
5 - Major enhancement	7 days for review/ scoping	As agreed between the parties

* **Initial Response Time:** Elapsed time between Problem receipt and the first response back to the user that reported the problem or raised the request through the support system.

** **Maximum Resolution Time** or total solution time is the total time between Problem or request receipt and Problem or request closing less waiting time (being the time it takes You to respond to any relevant and reasonable questions that We ask). This does not constitute a guaranteed response time and in all cases we will use our best endeavors to resolve issues within the appropriate resolution time.

Priority Definitions	
1 -High	A problem that causes a significant threat to revenue. E.g. server is down, the website is down.
2 -Medium	A problem that requires urgent attention, and is a minor threat to revenue. E.g. Footer logos not displaying properly, Event Tagline not displaying.
3 - Low	A cosmetic issue, usability issue, or problem that exists that does not impact revenue that is contained to existing website design or functionality. Does not include cosmetic or functionality changes.
4 - Minor Enhancement	Any minor requests for additional functionality or for a change in existing functionality. These requests are subject to scoping. This includes design, cosmetic, and database changes; SEO implementation or accessibility change requests.
5 - Major Enhancement	Major features or new additions that require scoping

For Priority 1 Problems updates will be provided at least hourly. Resolution of Priority 1, 2, 3 are covered by this SLA. Priority 4 and 5 requests will be scoped, and time and cost estimates provided.

For purposes of this Service Level Agreement, “Problem” shall mean any lack of availability of the Website (or any part thereof) so that it cannot be accessed by a user and/or a complete or partial failure or function degradation of all or any part of the Website.