EXPERIENCE LAB AGREEMENT

THIS EXPERIENCE LAB AGREEMENT (this "**Agreement**") is entered into as of _____, 2018 (the "**Effective Date**")

BETWEEN:

VANTAGE AIRPORT GROUP (COLORADO) LTD., a corporation organized and existing under the laws of Delaware ("**Vantage**")

AND:

CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the "**City**")

WHEREAS:

A. Vantage is in the business of investing in, developing and managing airports and possesses expertise in the development of solutions to facilitate the movement of passengers and goods in airports;

B. The City is the owner of Denver International Airport ("**DEN**"), one of the busiest U.S. Airports;

C. The Parties wish to collaborate to develop certain innovations as the Parties deem appropriate; and

D. The Parties desire to allocate ownership and license rights to the innovations developed by them pursuant to this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions

For the purposes of this Agreement, the following terms have the following meanings. Other terms used in this Agreement are defined where first used and identified in quotation marks.

(a) "**Adjusted Funding Allocation Ratio**" means, in respect of a Project, the Funding Allocation Ratio for such Project, adjusted as necessary to reflect the proportionate funding of the Project actually contributed by each of the Parties.

(b) "**Affiliate**" means, with respect to any Person, any other Person that controls or is controlled by or is under common control with the referent Person. The term "control" (including the terms "controlled by" and "under common control with")

means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(c) "**Approved Development Costs**" means, collectively, Program Costs and the costs and expenses pursuant to a Project Plan Budget, in each case as approved by the Steering Committee.

(d) "**Background Intellectual Property**" means Intellectual Property that is made, invented, developed, created, or reduced to practice by a Party or otherwise owned or independently acquired by a Party prior to the Effective Date.

(e) "**Business Case**" has the meaning set forth in Section 6.3(j).

(f) **"Business Day"** means a day other than a Saturday, Sunday, or other day on which commercial banks in Denver, Colorado or Vancouver, British Columbia are authorized or required by Law to be closed for business.

(g) "**City License**" has the meaning set forth in Section 6.3(d).

(h) "**Commercialization Proceeds**" has the meaning set forth in Section 6.4(b).

(i) "**Commercialization Report**" has the meaning set forth in Section 6.4(d)(ii).

(j) "**Commercialized Technology**" has the meaning set forth in Section 6.4(b).

(k) "**Competing Venue**" means a venue set forth in Schedule "A", as such list may be amended, modified, or updated by the City from time to time in accordance with Section 6.5.

(l) "**Confidential Information**" has the meaning set forth in Section 7.1.

(m) "**Continuing Party**" has the meaning set forth in Section 13.4(a).

(n) **"Contract Year"** means each successive twelve (12) month period during the Term, with the first Contract Year beginning on the Effective Date.

(o) "**Contractors**" has the meaning set forth in Section 4.4(a).

(p) "**Costs**" has the meaning set forth in Section 11.2(a).

(q) "**Cross-License**" has the meaning set forth in Section 6.4(f).

(r) "**DEN Rules**" has the meaning set forth in Section 4.2.

(s) "**Development Cost Statement**" has the meaning set forth in Section 5.1(a).

(t) "**Disclosing Party**" has the meaning set forth in Section 7.1.

(u) **"Dispute"** means any disagreement between the Parties concerning or in any way arising out of or relating to this Agreement whether or not the disagreement gives rise to a right to terminate this Agreement, and includes any disagreement concerning (i) the Parties' entry into this Agreement and any terms or subject matter hereof; (ii) the conduct of, or any action to be taken concerning, any aspect of this Agreement, the Project, or the Project Plan; or (iii) any aspect of the ownership of, any rights to, or prosecution strategy or tactics for, any patents or patent applications covering, or any enforcement of or other proceeding concerning (including its relationship to any Background Intellectual Property) Developed Intellectual Property.

(v) **"Effective Date"** has the meaning set forth in the preamble.

(w) **"Experience Lab Program"** or **"Program"** means, collectively, the Projects that are mutually agreed upon from time to time by the Parties in accordance with the terms of this Agreement.

(x) "**Funding Allocation Ratio**" has the meaning set forth in Section 5.1(a).

(y) "**Funding Party**" has the meaning set forth in Section 4.3(e).

(z) "**Governmental Authority**" means any transnational, domestic, foreign, federal, provincial, state or local, governmental, legislative, executive, judicial, regulatory, arbitral or administrative body or person having or purporting to have jurisdiction in the relevant circumstances, including, any department, commission, board, agency, bureau, subdivision or instrumentality thereof.

(aa) "**Independently Developed Intellectual Property**" means Intellectual Property made, invented, developed, created, conceived, or reduced to practice solely by a Party or otherwise independently acquired by a Party during the Term (i) without use or implementation of the other Party's Background Intellectual Property, (ii) not resulting from and/or derived from or based on the other Party's Confidential Information, and (iii) independent of any Project or undertaking in connection with this Agreement, in each case, including all rights in any patents or patent applications, copyrights, trade secrets, and other Intellectual Property Rights relating thereto.

(bb) "**Information**" means any and all ideas, concepts, data, know-how, discoveries, improvements, methods, techniques, technologies, systems, specifications, analyses, products, practices, processes, procedures, protocols, research, tests, trials, assays, controls, prototypes, formulas, descriptions, formulations, submissions, communications, skills, experience, knowledge, plans, objectives, algorithms, reports, results, conclusions, and other information and materials, irrespective of whether or not copyrightable or patentable and in any form or medium (tangible, intangible, oral, written, electronic, observational, or other) in which such Information may be communicated or subsist. Without limiting the foregoing sentence, Information includes any technological, scientific, business, legal, patent, organizational, commercial, operational, or financial materials or information.

(cc) "**Intellectual Property**" means all patentable and unpatentable inventions, works of authorship or expression, including computer programs, Software, data collections and databases, trade secrets, and other Information.

(dd) "**Intellectual Property Rights**" means (i) any and all worldwide proprietary rights provided under (A) patent Law; (B) copyright Law; (C) design patent or industrial design Law; (D) semi-conductor chip or mask work Law; or (E) any other applicable statutory provision or common law principle, including trade secret Law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, works, or know-how, or the expression or use thereof, and including all past, present, and future causes of action, rights of recovery, and claims for damage, accounting for profits, royalties, or other relief relating, referring, or pertaining to any of the foregoing; and (ii) any and all applications, registrations, licenses, sublicenses, agreements, or any other evidence of a right in any of the foregoing.

(ee) "**Jointly Developed Intellectual Property**" means Intellectual Property made, invented, developed, created, conceived, reduced to practice, or acquired, jointly by the Parties or their Representatives as part of a Project during the Term, in each case, including all rights in any patents or patent applications, copyrights, trade secrets, and other Intellectual Property Rights relating thereto, excluding any Background Intellectual Property or Independently Developed Intellectual Property.

(ff) **"Law"** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

(gg) **"Losses"** means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

(hh) "**Maximum Contract Costs Liability**" has the meaning set forth in Section 11.2(a).

(ii) "**Net Sales Proceeds**" means the amount that Vantage or its Affiliates receives, in cash or in kind, from Third Parties for any sale, licensing, or other commercialization (excluding sales for proof of concept or other testing purposes) of Jointly Developed Intellectual Property, less all of the following costs and deductions, to the extent applicable and reasonable, that are incurred and actually paid by Vantage or its Affiliates directly in connection with such sale, licensing, or other commercialization of the Jointly Developed Intellectual Property: (i) sales commissions not to exceed reasonable market rates; (ii) any administrative or marketing fees; (iii) credits or refunds for returned or defective goods; (iv) any Taxes, duties or other charges imposed on or levied by a Governmental Authority as a result of the sale, license or other commercialization of the Jointly Developed Intellectual Property to the extent such charges are not passed through to the ultimate customer and except with respect to any Taxes on Vantage's income; and (v) freight and insurance charges, in each case directly in connection with the commercialization of Jointly Developed

Intellectual Property to Third Parties; and (vi) any reasonable costs and expenses of Vantage and its Affiliates, including reasonable internal costs, in connection with the sale, licensing or other commercialization of the Jointly Developed Intellectual Property.

(jj) "**Non-Continuing Party**" has the meaning set forth in Section 13.3(a).

(kk) "**Participant Invention**" has the meaning set forth in Section 4.1(d)(i).

(ll) "**Participating Individual**" has the meaning set forth in Section 4.1(d).

(mm) "**Party**" or "**Parties**" means Vantage or the City or where applicable, both.

(nn) "**Person**" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a Governmental Authority or any department, agency, or political subdivision thereof.

(oo) "**Program Costs**" means any costs and expenses of the Program, other than general administrative costs and costs approved pursuant to a Project Plan Budget, approved by the Steering Committee.

(pp) "**Project**" means a development project to be undertaken by the Parties in accordance with this Agreement as described in a Project Plan.

(qq) "**Project Manager**" has the meaning set forth in Section 4.1(a).

(rr) **"Project Plan"** means a written and executed plan specifying the essential elements of a Project, which may include, among other things, details concerning the scope of work, protocols, specifications, schedule of activities, timeline, and milestones of such Project, the identity of the Project Managers and other participating personnel, payment and funding obligations of the Parties and other Project requirements, substantially in form attached as Exhibit "A" or as otherwise agreed between the Parties, as the same may be amended from time to time in accordance with Section 3.1(b)(v).

(ss) "**Project Plan Budget**" has the meaning set forth in Section 4.3(b).

(tt) "**Prosecution Obligation**" has the meaning set forth in Section 6.3(j).

(uu) "**Receiving Party**" has the meaning set forth in Section 7.1.

(vv) "**Rejected Project**" has the meaning set forth in Section 3.4.

(ww) **"Representatives"** means a Party's and its Affiliates' employees, officers, directors, consultants, and legal, technical, and business advisors, and any Contractors engaged by such Party pursuant to this Agreement.

(xx) "**Software**" means computer programs and systems, whether embodied in software, firmware, or otherwise, including software compilations, software implementations of algorithms, software tool sets, compilers, and software models and methodologies (regardless of the stage of development or completion) including any and all: (i) media on which any of the foregoing is recorded; (ii) forms in which any of the foregoing is embodied (whether in source code, object code, executable code, or human readable form); and (iii) translations, ported versions, and modifications of any of the foregoing.

(yy) "**Statement Period**" has the meaning set forth in Section 5.1(c).

(zz) **"Steering Committee"** has the meaning set forth in Section 3.1.

(aaa) "**Taxes**" means all federal, state, provincial, territorial, county, municipal, local or foreign taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Governmental Authority, including (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, profits, windfall profits, environmental, payroll, employment, employer health, pension plan, anti-dumping, countervail, excise, severance, stamp, occupation, or premium tax, (ii) all withholdings on amounts paid to or by the relevant person, (iii) all employment insurance premiums, Governmental Authority pension plan contributions or premiums, (iv) any fine, penalty, interest, or addition to tax, (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency, or fee, and (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law.

(bbb) **"Term"** has the meaning set forth in Section 13.1.

(ccc) "**Termination Date**" means the date of termination of this Agreement, to occur upon the earliest of (i) expiry of the Term, (ii) termination of this Agreement pursuant to Section 13.2, and (iii) the date determined pursuant to Section 13.3(b).

(ddd) "**Third Party**" means a Person that is neither a Party nor an Affiliate of a Party to this Agreement.

(eee) "**Third-Party Commercialization**" has the meaning set forth in Section 6.4(b).

(fff) "**Transition Assistance**" has the meaning set forth in Section 13.4(a).

(ggg) "**Transition Notice**" has the meaning set forth in Section 13.3(b).

(hhh) "**Transition Period**" has the meaning set forth in Section 13.4(b).

(iii) **"Unfinished Project**" has the meaning set forth in Section 13.2(c).

(jjj) "**Unfinished Project IP**" has the meaning set forth in Section 13.2(d).

(kkk) "**Vantage Venue**" means a business, entity or facility owned (in whole or in part) or operated (in whole or in part) by Vantage or any of its Affiliates, or to which Vantage or any of its Affiliates is providing services.

ARTICLE 2
OBJECTIVE AND SCOPE

2.1 Experience Lab Program

(a) The Parties have entered into this Agreement to collaborate with respect to one or more Projects as set forth in this Agreement and any Project Plans, as the same may approved from time to time in accordance with the terms of this Agreement.

(b) Each Party shall use commercially reasonable efforts to:

i. perform its responsibilities in accordance with this Agreement and each Project Plan and perform all Project Plan requirements, including by meeting all Project Plan timelines and milestones; and

ii. co-operate with and provide reasonable support to the other Party in connection with the other Party's performance of its obligations under this Agreement including each Project Plan.

(c) The Program is composed of research projects and successful completion of the research is not assured. As long as a Party uses its commercially reasonable efforts to perform its obligations under this Agreement, including each Project Plan, that Party shall not be in default under this Agreement for any failure to achieve any particular result or milestone.

(d) Each Party is an independent contractor and shall retain complete control and responsibility for its own operations and employees. Nothing in this Agreement shall be construed to constitute either Party as a partner, agent or representative of the other Party.

ARTICLE 3
STEERING COMMITTEE

3.1 Constitution and Responsibilities

(a) The Program will be governed by a four (4) member steering committee (the "**Steering Committee**"). Each Party will have the right to appoint two (2) members of the Steering Committee and may appoint replacements for such members from time to time.

(b) In accordance with the provisions and objectives of this Agreement and the Program, the Steering Committee shall:

(i) determine the development strategy for the Program;

(ii) oversee, coordinate, and manage the Parties' activities under the Program;

(iii) ensure communication between the Parties concerning the status and results of the Program;

(iv) exercise decision-making authority over all Program activities and make all such decisions and take all such other actions as are delegated to it in this Agreement;

(v) review and approve such Project Plans and Project Plan Budgets, updates and amendments as the Steering Committee determines are appropriate;

(vi) review and approve such Program Costs as the Steering Committee determines are appropriate;

(vii) unless otherwise agreed between the Parties, review and approve the terms of any engagement of a Contractor (as defined below) for the Program or any Project Plan by either or both Parties; and

(viii) perform such other functions as are appropriate to further the purposes of this Agreement as mutually determined by the Parties.

3.2 Meetings

(a) The Steering Committee shall meet as needed, but not less than once each quarter during the Term. Steering Committee meetings shall be held at times and places or in such form, such as by telephone or video conference, as the Steering Committee determines. Any Steering Committee member may designate a substitute of equivalent experience and seniority to attend and perform the functions of that Steering Committee member at any Steering Committee meeting on written notice to the other Party at least ten (10) Business Days before that Steering Committee meeting.

(b) Subject to compliance with Article 7, each Party may invite additional Representatives to attend Steering Committee meetings as observers or to make presentations, in each case without any voting authority, on written notice to the other Party at least ten (10) Business Days before the Steering Committee meeting that the Representative will attend.

(c) The Steering Committee shall appoint one of the Steering Committee members to act as the initial Steering Committee chairperson during the first Contract Year. At the end of each Contract Year during the Term, the Parties shall alternate in appointing the chairperson for the next Contract Year.

(d) The Steering Committee chairperson shall be responsible for:

(i) calling and presiding over each Steering Committee during his or her tenure as chairperson;

(ii) preparing and circulating the agenda for each such meeting; and

(iii) preparing draft minutes of each such meeting and providing a copy of the draft minutes to each Steering Committee member within fifteen (15) Business Days after each such meeting for approval, which shall be deemed to have been given unless the Steering Committee member objects within ten (10) Business Days after receipt of the draft minutes.

(e) Each Steering Committee member shall have one vote in any matter requiring the Steering Committee's action or approval. All Steering Committee decisions shall be unanimous and no Steering Committee vote may be taken unless at least three (3) Steering Committee members are present. The Steering Committee shall make all decisions and take other actions in good faith and with due care, after consideration of the information that is reasonably available to it, with the intention that the resulting decision or action shall:

(i) not breach or conflict with any requirements or other provisions of this Agreement; and

(ii) maintain or increase the likelihood that the Parties will achieve the objective of the Project.

(f) If the Steering Committee cannot reach a unanimous decision at a regularly scheduled Steering Committee meeting or within ten (10) Business Days thereafter, the Parties shall not proceed with the proposed item, task or Project.

(g) The Steering Committee has only the powers specifically delegated to it by this Agreement and has no authority to act on behalf of any Party in connection with any Third Party. Without limiting the foregoing, the Steering Committee has no authority to, and shall not purport to or attempt to:

(i) negotiate agreements on behalf of any Party

(ii) make representations or warranties on behalf of any Party;

(iii) waive rights of any Party;

(iv) extend credit on behalf of any Party; or

(v) take or grant licenses of, transfer ownership, or otherwise encumber Intellectual Property on behalf of any Party.

3.3 Steering Committee Costs and Expenses

Each Party shall bear all expenses of its respective Steering Committee members related to their participation on the Steering Committee and attendance at Steering Committee meetings, including all administrative and ancillary costs incurred in association therewith.

3.4 Rejected Projects

If an opportunity or concept for a Project is proposed by a Project Manager of one Party, and either the other Party's Project Manager does not support including such opportunity or concept in a proposed Project Plan or one or more of the other Party's Steering Committee Representatives vote against pursuing such opportunity or concept (a "**Rejected Project**"), the Party whose Project Manager proposed such Rejected Project may pursue the same independently and/or in conjunction with Third Parties, provided that Vantage will not pursue such Rejected Project at DEN, unless otherwise agreed between Vantage and the City.

ARTICLE 4
CONDUCT OF PROGRAM

4.1 Personnel

(a) Each Party shall deploy and assign to the Program at least one (1) employee (a "**Project Manager**") at all times during the Term. Each Project Manager will dedicate such portion of their working hours (up to full time) to the Program as agreed between the Parties, provided that each of the Parties' Project Managers will be expected to dedicate approximately equal time to the Program. As of the Effective Date, Vantage's Project Manager will be Wes Porter and the City's Project Manager will be John Karner.

(b) To the extent required to carry out their duties, the Project Managers will be located at DEN and will: (i) serve as the primary point of contact between the Parties; (ii) coordinate the Parties' undertakings and activities in connection with the Program including, without limitation, reviewing and recommending Projects for inclusion in the Program, defining and tracking Project tasks and facilitating Project reviews (with the Steering Committee, if necessary); (iii) addressing technical and resource allocation issues arising in connection with the Program; (iv) periodically reporting to the Steering Committee on the status of the Developed Intellectual Property, and (v) having first tier responsibility for resolving disputes arising under the Program and for escalating such disputes, as required in accordance with Section 14.1.

(c) All decisions of the Project Managers shall be unanimous. If the Project Managers cannot reach a unanimous decision concerning any matter arising within their responsibility under this Agreement, they shall refer the matter to the Steering Committee for further review and resolution by the Steering Committee.

(d) Each Representative of a party that works on the Program, attends any meeting concerning the Program, including any Steering Committee meeting, or is given access to any of the other party's Confidential Information (a "**Participating**

Individual"), shall be bound by a written agreement requiring such Participating Individual to:

(i) follow that party's policies and procedures for reporting any inventions, discoveries, or other Intellectual Property or Information invented, conceived, developed, derived, discovered, generated, identified, or otherwise made by the Participating Individual in the course of his employment or retention by the party or that arises from access to Confidential Information of either party that relates to the Program (each a "**Participant Invention**");

(ii) assign to the party all of his right, title, and interest in and to the Participant Inventions, including all Intellectual Property Rights relating thereto;

(iii) cooperate in the preparation, filing, prosecution, maintenance, defense, and enforcement of any patent or other rights in any Participant Invention;

(iv) perform all acts and sign, execute, acknowledge, and deliver any and all papers, documents, and instruments required to fulfill the obligations and purposes of that agreement; and

(v) be bound by obligations of confidentiality and non-use no less restrictive than those set out in this Agreement.

It is understood and agreed that any agreement required by this Section 4.1(d) does not need to be specific to this Agreement as long as the agreement provides for the binding obligations of the Participating Individuals as described in this Section 4.1(d).

4.2 Facilities

The City will make available to the Program at no charge certain facilities at DEN, including an office for each Project Manager and a Program conference room, together with any on-site facilities necessary for development of the Developed Intellectual Property for the Program or the execution of any Project Plans, provided that suitable facilities exist at DEN. Once a DEN facility has been allocated to the Program or any Project Plan, the City will continue to make such DEN facility available to the Program or such Project Plan, as applicable, for the duration of the Program or such Project Plan. While present at the DEN facilities, Vantage will, and will cause its Representatives to, comply with all personnel, facility, safety and security rules, regulations and policies of the City or DEN (the "**DEN Rules**"), which shall include, but not be limited to, the DEN Rules listed in Schedule "B". As and when possible, the City or DEN will provide notice of any such rules, regulations and policies, but the failure or inability to provide such notice shall not diminish Vantage's, or its Representatives', required compliance with the DEN Rules. Vantage acknowledges and agrees that it has had adequate opportunity to examine and has carefully examined, and has fully acquainted itself with, the DEN Rules pertaining to the DEN facilities. In the event that the City becomes aware of any non-compliance by Vantage with the DEN Rules, it will provide written notice to Vantage of such non-compliance, including identification if the applicable DEN Rule and a reasonable description of the alleged non-compliance, and Vantage will be given a reasonable opportunity to cure such non-compliance.

4.3 Project Plan

(a) From time to time during the Term, the Project Managers shall develop one or more Project Plans that, upon approval by the Steering Committee, shall be attached to this Agreement and incorporated herein.

(b) The Project Managers will submit, as part of any Project Plan, (i) an estimate of the total costs and expenses associated with such Project Plan and (ii) a detailed budget (a "**Project Plan Budget**") for the first calendar year (or portion thereof, as applicable) of such Project Plan. Each Project Plan Budget will be subject to approval by the Steering Committee in accordance with Section 3.1(b)(v).

(c) Notwithstanding the approval of a Project Plan Budget by the Steering Committee, the further approval of the Steering Committee may be required in accordance with Section 3.1(b)(vii) or with respect to any individual expenditures pursuant to such Project Plan that exceed thresholds set out in such Project Plan.

(d) If a Project Plan extends beyond the end of a calendar year, the Project Managers shall, no later than thirty (30) days prior to the end of such calendar year, submit a Project Plan Budget for such Project Plan for the following calendar year (or portion thereof, as applicable) to the Steering Committee for approval.

(e) In the event that the Steering Committee does not approve a Project Plan Budget for a partially completed Project, but the Steering Committee Representatives of one of the Parties voted to approve such Project Plan Budget, then such Project shall be deemed to be a Rejected Project and the Party whose Steering Committee Representatives voted in favour of such Project Plan Budget (the "**Funding Party**") shall be entitled to continue to pursue such Project in accordance with Section 3.4; provided, however, that if the Funding Party, on completion of the Project, uses or implements any Intellectual Property developed as part of the Project at any facility owned (directly or indirectly, in whole or in part) or operated (directly or indirectly, in whole or in part) by the Funding Party, or commercializes such Intellectual Property, such Funding Party must reimburse the other Party for all amounts contributed by that Party to the partial completion of the Project. In such event, after receipt of full payment from the Funding Party, the other Party shall cease to have any Intellectual Property Rights in any Intellectual Property developed in respect of such Rejected Project from and after the date of the vote by the Steering Committee not to approve the Project Plan Budget for such Rejected Project.

(f) The Parties may, from time to time, amend any Project Plan and/or Project Plan Budget and attach new and amended Project Plans to this Agreement. Any amendment to a Project Plan must be in writing and approved by the Steering Committee as set out in Section 4.3(a).

4.4 Contractors

(a) Either Party may retain Third Parties ("**Contractors**") to assist such Party in performing its obligations under a Project Plan, provided that the costs of such Contractors are Approved Development Costs and that all such Contractors execute a

written agreement that includes provisions: (i) sufficient to secure compliance by the Contractors with the obligations and restrictions applicable to the engaging Party under this Agreement including, without limitation, obligations of confidentiality concerning Confidential Information; (ii) in which such Contractor, where appropriate, acknowledges its obligation to assign all rights, title, and interests, including all newly created Intellectual Property Rights, in and to all work product in connection with performance under the Project Plan to Vantage; and (iii) where appropriate, effecting such assignments.

(b) Any Party that retains a Contractor will be solely responsible for directing such Contractor, provided that, to the extent practicable and commercially reasonable, the Project Manager for such Party will consult and cooperate with the other Party's Project Manager with respect to the services to be provided by such Contractor and will keep the other Party's Project Manager reasonably apprised of the activities of such Contractor. Notwithstanding the foregoing, the Party retaining a Contractor shall not be required to provide any direction to such Contractor with which such Party disagrees.

(c) Each Party will be responsible for paying fees to Contractors engaged by such Party, provided that the Parties may agree in writing to engage Contractors jointly and/or to share the fees for such Contractors, provided that in each case, such fees will be Approved Development Costs and will be subject to reimbursement by the other party in accordance with Section 5.1(c).

ARTICLE 5
PROGRAM FUNDING

5.1 Funding and Payment of Approved Development Costs

(a) The allocation of the funding obligations for Approved Development Costs between the Parties (the "**Funding Allocation Ratio**") will be equal unless otherwise agreed by the Steering Committee.

(b) Each Party may incur Approved Development Costs and will be responsible for paying all Approved Development Costs incurred by such Party as they become due.

(c) Within fifteen (15) Business Days after (a) each June 30 and December 31 during the Term, and (b) the Termination Date (the period between such date and the preceding such date, a "**Statement Period**"), each Party will prepare and deliver to the other Party a statement of all Approved Development Costs paid by such Party (a "**Development Cost Statement**") in the preceding Statement Period. If the total amounts set out in the Development Cost Statements of the Parties for such Statement Period are not proportionate to the Funding Allocation Ratio applicable to such Approved Development Costs, the Party that has paid amounts that are lower than its proportionate share of the Approved Development Costs will, within ten (10) Business Days of the receipt of the other Party's Development Cost Statement, make a payment to the other Party in the amount required to reimburse the other Party for

its proportionate overpayment of the Approved Development Costs by cheque or wire transfer of immediately available funds.

(d) The Parties may agree to waive the requirement that any Party deliver a Development Cost Statement or reimburse the other Party as set out in Section 5.1(c) in respect of any Statement Period, in which event, the obligations set out in Section 5.1(c) will apply to the Parties, *mutatis mutandis*, following the end of the next ensuing Statement Period with respect to the aggregate Approved Development Costs for the two preceding Statement Periods.

5.2 General Costs and Expenses

Subject to Section 5.1, each Party will be responsible for all of its respective costs, expenses, and liabilities incurred by it in performing its obligations under this Agreement.

5.3 Taxes

Each Party shall have sole responsibility for the payment of all taxes and equivalents and duties imposed by all government entities, as they pertain to its duties, obligations and performance under this Agreement.

ARTICLE 6
INTELLECTUAL PROPERTY OWNERSHIP AND LICENSES

6.1 Background Intellectual Property Cross-License

(a) Subject to the terms and conditions of this Agreement, Vantage hereby grants to the City during the Term a fully paid up, non-exclusive, royalty-free, non-transferable license under the Vantage Background Intellectual Property as necessary: (i) to develop a Project in accordance with the Experience Lab Program; and (ii) for the City to perform its obligations under this Agreement.

(B) Subject to the terms and conditions of this Agreement, the City hereby grants to Vantage during the Term a fully paid up, non-exclusive, royalty-free, non-transferable license under the City Background Intellectual Property as necessary: (i) to develop a Project in accordance with the Experience Lab Program; and (ii) for Vantage to perform its obligations under this Agreement.

(c) Notwithstanding any other provision in this Agreement, under no circumstances shall a Party to this Agreement, as a result of this Agreement, have any right under or to the Background Intellectual Property of the other Party except for the limited activities and purposes permitted by the licenses set forth in Sections 6.1(a), 6.1(b), 6.3(e), and 6.3(f).

6.2 Independently Developed Intellectual Property

(a) Subject to the terms and conditions of this Agreement, each party will be the owner of all rights, title and interests, including all Intellectual Property Rights, in and to such Party's Independently Developed Intellectual Property.

(b) Subject to the terms and conditions of this Agreement, Vantage hereby grants to the City during the Term a fully paid up, non-exclusive, royalty-free, non-transferable license under the Vantage Independently Developed Intellectual Property as necessary: (i) to develop a Project in accordance with the Experience Lab Program; and (ii) for the City to perform its obligations under this Agreement.

(c) Subject to the terms and conditions of this Agreement, the City hereby grants to Vantage during the Term a fully paid up, non-exclusive, royalty-free, non-transferable license under the City Independently Developed Intellectual Property as necessary: (i) to develop a Project in accordance with the Experience Lab Program; and (ii) for Vantage to perform its obligations under this Agreement.

(d) Notwithstanding any other provision in this Agreement, under no circumstances shall a Party to this Agreement, as a result of this Agreement, have any right under or to the Independently Developed Intellectual Property of the other Party except for the limited activities and purposes permitted by the licenses set forth in Sections 6.2(a), 6.2(b), 6.3(e), and 6.3(f).

6.3 Jointly Developed Intellectual Property

(a) Subject to the terms and conditions of this Agreement, Vantage will be the owner of all rights, title and interests, including all Intellectual Property Rights, in and to the Jointly Developed Intellectual Property.

(b) The City hereby assigns to Vantage all rights, title and interests, including all Intellectual Property Rights, in and to the Jointly Developed Intellectual Property invented, created or developed by it or its Representatives, such assignment effective upon the invention, creation or development of the Jointly Developed Intellectual Property. The City will ensure that all authors or creators of the Jointly Developed Intellectual Property waive all moral rights such individuals have in and to the Jointly Developed Intellectual Property, such waiver effective upon the creation of the Jointly Developed Intellectual Property.

(c) The City will cooperate fully, and will ensure its Representatives cooperate fully, with Vantage, both during and after the termination of this Agreement, with respect to signing further documents and doing such acts and other things reasonably requested by Vantage to confirm the transfer of ownership of the Jointly Developed Intellectual Property, the waiver of moral rights therein, or to obtain or enforce patent, copyright, trade secret or other protection for the Jointly Developed Intellectual Property, provided that the expense of obtaining or enforcing intellectual property protection will be borne by Vantage.

(d) Vantage hereby grants to the City a perpetual, fully paid up, non-exclusive, royalty-free, non-transferable, non-sublicensable license under its Intellectual Property Rights to the Jointly Developed Intellectual Property, to use the Jointly Developed Intellectual Property to: (i) develop a Project in accordance with the Experience Lab Program; (ii) perform the City's obligations under this Agreement; and (iii) use the Jointly Developed Intellectual Property (A) for any projects, including any Projects

and (B) at facilities, in each case provided that such projects and facilities are owned (directly or indirectly, in whole or in part) or operated (directly or indirectly, in whole or in part) by the City either in the City of Denver, Colorado, or at any other airport owned or operated by the City (directly or indirectly, in whole or in part), whether as of the Effective Date or in the future (the "**City License**").

(e) To the extent Vantage's Background Intellectual Property or Independently Developed Intellectual Property is incorporated into Jointly Developed Intellectual Property, Vantage hereby grants to the City a perpetual, fully paid up, non-exclusive, royalty-free, non-transferable, non-sublicensable license to all such Background Intellectual Property or Independently Developed Intellectual Property, and such will be included in the City License. The City License will survive any termination of this Agreement.

(f) To the extent the City's Background Intellectual Property or Independently Developed Intellectual Property is incorporated into Jointly Developed Intellectual Property, the City hereby grants to Vantage a perpetual, fully paid up, non-exclusive, royalty-free, non-transferable, non-sublicensable license to all such Background Intellectual Property or Independently Developed Intellectual Property. This Section 6.3(f) will survive any termination of this Agreement.

(g) Each Party shall disclose to the other Party all Jointly Developed Intellectual Property, including copies of all invention disclosures and other similar documents created with respect to a Project that disclose any conception or reduction to practice of any development constituting Jointly Developed Intellectual Property. If any Jointly Developed Intellectual Property constitutes patentable subject matter and no patent applications have been filed, a Party shall make all such disclosures to the other Party at least twenty (20) Business Days before any public disclosure of such Jointly Developed Intellectual Property.

(h) Each Party shall use commercially reasonable efforts to maintain contemporaneous, complete, and accurate written records of its Representatives' activities concerning Jointly Developed Intellectual Property for which a Party's Representative claims inventorship status.

(i) Notwithstanding any other provision in this Agreement, under no circumstances shall the City, as a result of this Agreement, have any right under or to the Jointly Developed Intellectual Property, except as granted under Section 6.3(d) above.

(j) To the extent any Jointly Developed Intellectual Property is protectable as an Intellectual Property Right, Vantage shall, at its cost and expense, in its sole discretion, use commercially reasonable efforts to obtain, prosecute, register, and maintain any Intellectual Property Rights in and to the Jointly Developed Intellectual Property, provided, however, that in the event Vantage elects not to file an application for, not to continue prosecution of, or to cease to maintain, an Intellectual Property Right for the Jointly Developed Intellectual Property in the U.S. (the "**Prosecution Obligation**"), Vantage will notify the City forty-five (45) Business Days prior to the applicable deadline. Vantage will perform the Prosecution

Obligation upon the City providing Vantage with information reasonably demonstrating the City's use of such Jointly Developed Intellectual Property and the commercial importance of such Intellectual Property Right to the City (the "**Business Case**") within ten (10) Business Days after receipt of such notice. If Vantage determines, acting reasonably, that the City has not provided sufficient information to support the Business Case, Vantage will promptly notify the City and the Parties will negotiate in good faith to determine which Party will perform the Prosecution Obligation by the applicable deadline and the respective ownership and licensing of the applicable Intellectual Property Rights in and to such Jointly Developed Intellectual Property. Vantage shall further use commercially reasonable efforts to enforce any Intellectual Property Rights, whether registered or unregistered, in and to the Jointly Developed Intellectual Property throughout the world.

6.4 Commercialization

(a) Vantage may, at its cost and expense and at its sole discretion, commercialize, market, sell and license the Jointly Developed Intellectual Property or any Intellectual Property Rights therein, provided that the City shall in all such cases retain the license to utilize such Jointly Developed Intellectual Property granted under Section 6.3(d).

(b) In the event that Vantage sells, licenses, or otherwise commercializes any Jointly Developed Intellectual Property or any Intellectual Property Rights therein (a "**Commercialized Technology**") to a Third Party other than a Vantage Venue (a "**Third-Party Commercialization**"), any Net Sales Proceeds received by Vantage from such Third-Party Commercialization of such Commercialized Technology (the "**Commercialization Proceeds**") shall be allocated among the Parties, subject to Section 6.4(c)(ii), according to the Adjusted Funding Allocation Ratio for the Project pursuant to which such Commercialized Technology was developed.

(c) In the event that a Commercialized Technology incorporates Background Intellectual Property or Independently Developed Intellectual Property of either Party or was developed pursuant to more than one Project, the Parties shall cooperate in good faith to jointly determine a fair allocation ratio for the allocation of the Commercialization Proceeds pursuant to Section 6.4(b), taking into account, as applicable:

(i) the ownership of the Background Intellectual Property or Independently Developed Intellectual Property incorporated into such Commercialized Technology, the value of such Background Intellectual Property or Independently Developed Intellectual Property and the contribution to the functioning of and value of Commercialized Technology; and

(ii) the Adjusted Funding Allocation Ratio applicable to each Project pursuant to which such Commercialized Technology was developed and a reasonable estimate, expressed as a percentage, of the contribution to the development of the Commercialized Technology made by the activities of each such Project.

(d) Vantage will, within thirty (30) days following the end of each calendar year in which Vantage receives Commercialization Proceeds or upon receipt of a written request by the City (provided that the City will make such a request no more than twice per year):

(i) pay to the City its allocation of any Commercialization Proceeds received during the preceding calendar year (or portion thereof since the date on which the last such payment was calculated, as applicable); and

(ii) provide to the City a written report, certified by an officer of Vantage, detailing the calculation of the City's allocation of the Commercialization Proceeds, including an accounting of the Net Sales Proceeds for the applicable period (a "**Commercialization Report**").

(e) In the event of any dispute related to payment of the Commercialization Proceeds or any Commercialization Report, the Parties shall negotiate in good faith to resolve any such dispute as quickly as possible. In the event the Parties are unable to resolve the dispute within thirty (30) days, the Parties shall then follow the dispute resolution procedure specified in Section 14.1.

(f) Except as expressly provided under this Agreement, neither Party will have the authority to utilize, commercialize, market, sell or license the other Party's Background Intellectual Property or Independently Developed Intellectual Property or any Intellectual Property Rights therein, without first obtaining the prior written approval of the other Party, which may be withheld in it its sole discretion.

(g) Notwithstanding any other provision in this Agreement, from the Effective Date until the date that is ten (10) years following the Termination Date, Vantage will not have the authority to utilize, commercialize, market, sell or license the Jointly Developed Intellectual Property or any Intellectual Property Rights therein to any Competing Venue, without first obtaining the prior written approval of the City, which may be withheld in its sole discretion.

(h) Notwithstanding any other provision in this Agreement, the requirement to share Commercialization Proceeds received from the Commercialized Technology shall survive the expiration or termination of this Agreement and Vantage shall continue to make payments of the City's applicable allocation of Commercialization Proceeds, and provide to the City a Commercialization Report, as required pursuant to Section 6.4(d).

6.5 Amendment of List of Competing Venues

(a) Following the completion of the first Contract Year, the City may, not more than once per calendar year and upon provision of thirty (30) days' prior written notice to Vantage, amend Schedule "A" to reflect venues that the City reasonably deems to be in direct or indirect competition with DEN for connecting passengers that only use facilities inside the secure area of such airport, provided that in no event will the City be entitled to list on Schedule "A" a Vantage Venue.

(b) In the event that, at any time, a venue listed at such time on Schedule "A" becomes a Vantage Venue, such venue shall, without further action, be deemed to have been deleted from Schedule "A".

ARTICLE 7
CONFIDENTIALITY

7.1 Confidential Information

Each Party (the "**Receiving Party**") expressly acknowledges that, in connection with this Agreement the other Party (the "**Disclosing Party**") has disclosed or may disclose or make available certain of its Confidential Information to the Receiving Party. "**Confidential Information**" means, in respect of a Disclosing Party, information and material relating to the Disclosing Party's business or Intellectual Property which is confidential or proprietary in nature (including, without limitation, information that embodies or relates to Intellectual Property, the Intellectual Property itself, any other technical, business, financial, customer information, product development plans, supplier information, forecasts, strategies and other confidential information).

7.2 Confidentiality of Agreement

The Parties will: (a) treat the terms and conditions and the existence of this Agreement and activities under this Agreement as Confidential Information of both Parties; and (b) obtain the other Party's written consent prior to any publication, advertisement, presentation, public announcement, or press release concerning the existence or terms and conditions of this Agreement.

7.3 Exclusions

Without granting any right or license, Confidential Information does not include information that the Receiving Party can document: (a) is or becomes generally available to the public through no improper action or inaction by the Receiving Party or one of its agents, consultants or employees; or (b) was properly in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party as evidenced by the written records of the Receiving Party; or (c) was rightfully disclosed to the Receiving Party by a Third Party provided the Receiving Party complies with restrictions imposed by the Third Party; or (d) is independently developed by the Receiving Party by its employees who have had no access to the Confidential Information as evidenced by the written records of the Receiving Party.

7.4 Permitted Disclosure

The Receiving Party, with prior written notice to the Disclosing Party, may disclose such Confidential Information to the minimum extent possible that is required to be disclosed to a Governmental Authority, or pursuant to the lawful requirement or request of a Governmental Authority, provided that reasonable measures are taken to guard against further disclosure (including, without limitation, seeking appropriate confidential treatment or a protective order, or assisting the Disclosing Party to do so), and the Receiving Party has allowed the Disclosing Party to participate in any proceeding that requires the disclosure.

7.5 General Treatment of Confidential Information

The Receiving Party will: (a) take commercially reasonable precautions to protect Confidential Information consistent with all precautions the Receiving Party usually employs with respect to its own comparable confidential materials; (b) except as expressly provided in this Agreement, not disclose any such Confidential Information to any Third Party; and (c) not use or disclose such Confidential Information except as necessary to exercise its rights and perform its obligations under this Agreement in accordance with any applicable restrictions or obligations with respect thereto. Nothing in this Section will restrict or affect a Party's use or disclosure of its own information.

7.6 Disclosures to Representatives

Disclosures of Confidential Information by the Receiving Party to any of its Representatives will be on a need-to-know basis with respect to the activities contemplated by this Agreement under which such Confidential Information is disclosed, and each Party will cause all of its Representatives to whom such Confidential Information is disclosed to abide by the applicable terms of this Agreement. Each Party will remain responsible for the activities of its Representatives pursuant to this Agreement.

7.7 Use Restrictions

With regard to any Confidential Information disclosed pursuant to this Agreement, the Receiving Party will (a) use such Confidential Information solely for the purpose of fulfilling its obligations or exercising its rights under this Agreement; (b) not attempt to reverse engineer, de-compile or disassemble any such Confidential Information, or any media or physical embodiment that incorporates such Confidential Information unless required by the purpose of the Projects and expressly authorized by the Disclosing Party; (c) not attempt to discover or deduce any trade secrets using such Confidential Information; (d) not circumvent any technological measure that controls access to such Confidential Information; and (e) not make, use, create, copy, develop, distribute, license, sell, exploit, commercialize, conceive, reduce to practice, seek patent protection or any other form of intellectual property protection or rights for any compositions, manufacture, machine, devices or otherwise relating to such Confidential Information, improvements, modifications, derivatives, adaptations, additions, creations, developments or variations created from such Confidential Information other than for the purpose of the Projects and pursuant to this Agreement.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES

8.1 Each Party represents and warrants to the other Party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) (i) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder, and (ii) the execution of this Agreement by a Representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party;

(c) when executed and delivered by the Party, this Agreement shall constitute the legal, valid, and binding obligation of that Party, enforceable against that Party in accordance with its terms;

(d) it has sole and exclusive control (by ownership, license, or otherwise) of the entire right, title, and interest in and to its Background Intellectual Property;

(e) it has, and throughout the Term, will retain the unconditional and irrevocable right, power, and authority to grant the rights hereunder to its Background Intellectual Property pursuant to the terms of this Agreement;

(f) it is under no obligation to any Third Party that would interfere with its representations, warranties, or obligations under this Agreement.

ARTICLE 9
DISCLAIMER

9.1 WARRANTY DISCLAIMER

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, ALL INTELLECTUAL PROPERTY AND INTELLECTUAL PROPERTY RIGHTS PROVIDED OR LICENSED UNDER THIS AGREEMENT ARE "AS IS" WITHOUT WARRANTY, REPRESENTATION, GUARANTY, OR CONDITION OF ANY KIND AND THE PARTY USING SUCH INTELLECTUAL PROPERTY ASSUMES THE ENTIRE RISK OF USE; AND EACH PARTY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, GUARANTIES, AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUCCESS OF THE PROJECT, SUCCESS OF ANY COMMERCIALIZATION OF DEVELOPED INTELLECTUAL PROPERTY AND NON-INFRINGEMENT WITH RESPECT TO THE BACKGROUND INTELLECTUAL PROPERTY PROVIDED BY SUCH PARTY.

ARTICLE 10
INDEMNIFICATION

10.1 Defense and Indemnification

(a) Vantage agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, expenses, losses, costs, fines, suits or demands for damages to persons or property (including but not limited to attorney's fees and court costs) and causes of action of every kind and character arising out of, resulting from, or relating to the work performed by Vantage or a Contractor under the direction of Vantage 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 Vantage or Contractors retained by it, 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) Vantage's duty to 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. Vantage'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) Vantage 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. In addition to the duty to indemnify and hold harmless, Vantage will have the duty to defend the City, its agents, employees, and officers from all Claims. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Vantage, the City, and any indemnified party. The duty to defend arises immediately upon written notice of a Claim to Vantage. Upon request from Vantage, the City will promptly provide to Vantage such reasonable supporting documentation as is within the City's possession and control at the time of the written presentation of the Claim.

(d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Vantage under the terms of this indemnification obligation. The Vantage 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.

ARTICLE 11
LIMITATION OF LIABILITY

11.1 Limitation on Heads of Damage

The Parties agree that their respective rights and obligations are limited to the express undertakings made in this Agreement. Neither Party nor their respective directors, officers, or employees will be liable to the other Party for any special, consequential, incidental, exemplary, or indirect damages, even if they have been advised of the possibility of such damages, including without limitation loss of business revenue or earnings, lost data, lost profits, or a failure to realize expected savings.

11.2 Maximum Contract Costs Liability

(a) The liability of the City for payments of Approved Development Costs and general administrative costs and expenses incurred under the terms of this Agreement ("**Costs**") will in no event exceed the sum of USD ten million dollars ($10,000,000.00) ("**Maximum Contract Costs Liability**").

(b) The obligations of the City for Costs shall extend only to monies encumbered for the purposes of this Agreement. Vantage acknowledges and understands the City does

not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

(c) Payments by the City under this Agreement shall be paid from funds of the Airport System of the City and County of Denver and from no other fund or source. The City has no obligation to make payments from any other source. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Costs Liability

(d) Notwithstanding the foregoing, nothing in this Section 11.2 will limit the liability of the City under this Agreement other than for the payment of Costs.

ARTICLE 12
INSURANCE

12.1 Insurance

(a) Vantage shall obtain and keep in force during the entire term of this Agreement, all of the insurance policies described in the City's form of insurance certificate which is attached to this Agreement as Schedule "C" and incorporated herein. Such insurance coverage includes workers' compensation and employer liability, commercial general liability, business automobile liability, and professional liability. Upon execution of this Agreement, Vantage shall submit to the City a fully completed and executed original of the attached insurance certificate form, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage. In addition to the completed and executed certificate, Vantage shall submit a copy of a letter from each company issuing a policy identified on the certificate, confirming the authority of the broker or agent to bind the issuing company, and a valid receipt of payment of premium.

(b) The City's acceptance of any submitted insurance certificate is subject to the approval of the City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the City's Risk Management Administrator.

(c) Vantage shall comply with all conditions and requirements set forth in the insurance certificate for each required coverage during all periods in which coverage is in effect.

(d) Unless specifically excepted in writing by the City's Risk Management Administrator, the Party retaining a Contractor shall include all subcontracts performing services hereunder as insureds under each required policy or shall furnish a separate certificate (on the form certificate provided), with authorization letter(s) for each subcontractor, or each subcontractor shall provide its own insurance coverage as required by and in accordance with the requirements of this section of the Agreement. All coverages for subcontractors shall be subject to all of the

requirements set forth in the form certificate and the Party retaining such Contractor shall insure that each subcontractor complies with all of the coverage requirements.

(e) The City in no way warrants and/or represents the minimum limits set out in Schedule "C" are sufficient to protect Vantage from liabilities arising out of the performance of the terms and conditions of this Agreement by Vantage, its agents, representatives, or employees. Vantage shall assess its own risks and as it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Vantage is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

ARTICLE 13
TERM AND TERMINATION

13.1 Term of Agreement

This Agreement will be effective upon the Effective Date and, unless terminated earlier in accordance with Section 13.2 or Section 13.3, shall remain in force for a period of five (5) years after the Effective Date (the "**Term**"), provided that the Parties may extend the Term by agreement in writing.

13.2 Termination for Breach

(a) Either Party may terminate this Agreement if the other Party materially breaches this Agreement and fails to cure such breach upon thirty (30) days' written notice to the breaching Party. Notwithstanding the foregoing, and subject to Article 14, the Parties will each have all remedies available in law or equity or otherwise provided for under this Agreement with respect to a material breach of this Agreement.

(b) Subject to the provisions of Article 6, in the event of a termination of this Agreement in accordance with Section 13.2(a), the non-breaching Party may, at its option, continue to develop one or more Projects solely and independently pursuant to Section 13.4. For purposes of Section 13.4, a termination notice pursuant to Section 13.2(a) will be deemed to be a Transition Notice (as defined below).

(c) In the event Vantage exercises the right to terminate under Section 13.2(a) as a result of a breach by the City of this Agreement, from and after the Termination Date, Vantage will not be obligated to pay any Commercialization Proceeds to the City for any Commercialized Technology developed as part of a Project that remained unfinished (excluding, for greater certainty, any Rejected Projects) as of the Termination Date (an "**Unfinished Project**"), whether such Commercialized Technology was developed prior to or following the Termination Date. Vantage hereby grants to the City a perpetual, fully paid up, non-exclusive, royalty-free, non-transferable, non-sublicensable license to any Unfinished Project IP (as defined below), and such will be included in the City License, which City License will survive any termination of this Agreement.

(d) In the event the City exercises its right to terminate under Section 13.2(a) as a result of a breach by Vantage of this Agreement, for any Jointly Developed Intellectual Property made, invented, developed, created, conceived, or reduced to practice with respect to an Unfinished Project as of the Termination Date (the "**Unfinished Project IP**"), the City will be the owner of all rights, title and interests, including all Intellectual Property Rights, in and to the Unfinished Project IP, with the exclusive right to commercialize, such Unfinished Project IP in any manner whatsoever, including completion of the Unfinished Project and, for greater certainty, no amounts will be payable by the City to Vantage for such commercialization. Effective as of the Termination Date, Vantage hereby assigns to the City all rights, title and interests, including all Intellectual Property Rights, in and to the Unfinished Project IP. Vantage will ensure that all authors or creators of the Unfinished Project IP waive all moral rights such individuals have in Unfinished Project IP. Vantage will cooperate fully, and will ensure its Representatives cooperate fully, with the City, both during and after the termination of this Agreement, with respect to signing further documents and doing such acts and other things reasonably requested by the City to confirm the transfer of ownership of the Unfinished Project IP, the waiver of moral rights therein, or to obtain or enforce patent, copyright, trade secret or other Intellectual Property Right protection for the Unfinished Project IP, provided that the expense of obtaining or enforcing Intellectual Property Rights therein will be borne by the City. Upon the City becoming the owner of all rights, title and interests in and to the Unfinished Project IP, the City will grant, and hereby grants, to Vantage a perpetual, fully paid up, non-exclusive, royalty-free, non-transferable (other than to its Affiliates), non-sublicensable (other than to its Affiliates) license under its Intellectual Property Rights to the Unfinished Project IP, to use the Unfinished Project IP at any Vantage Venue, whether as of the Effective Date or in the future.

13.3 Termination for Convenience

(a) Either Party (the "**Non-Continuing Party**"), in its sole discretion, may terminate this Agreement at any time, without cause, by providing at least ninety (90) days' prior written notice, provided that:

(i) if, at the date of delivery of such notice, no approved Project Plans are in progress that will extend beyond the end of such notice period, unless otherwise agreed by the Parties, the Termination Date will be the end of such notice period; or

(ii) if, at the date of delivery of such notice, any approved Project Plans will be in progress at the end of such notice period, unless otherwise agreed by the Parties, the Termination Date will be December 31 of the year in which the end of such notice period occurs.

(b) Subject to the provisions of Article 6, the other Party may, at its option, continue to develop a Project(s) solely and independently pursuant to Section 13.4 if within twenty (20) Business Days after the Non-Continuing Party's written termination notice under Section 13.3(a), the other Party provides written notice to the Non-Continuing Party of such election ("**Transition Notice**").

(c) In the event the City exercises its right to terminate under Section 13.3(a), Vantage will not be obligated to pay to the City any Commercialization Proceeds for Commercialized Technology developed as part of an Unfinished Project, whether such Commercialized Technology was developed prior to or following the Termination Date. Vantage hereby grants to the City a perpetual, fully paid up, non-exclusive, royalty-free, non-transferable, non-sublicensable license to any Unfinished Project IP, and such will be included in the City License, which City License will survive any termination of this Agreement.

(d) In the event Vantage exercises its right to terminate under Section 13.3(a), for any Unfinished Project IP, the City will be the owner of all rights, title and interests, including all Intellectual Property Rights, in and to the Unfinished Project IP, with the exclusive right to commercialize such Unfinished Project IP in any manner whatsoever, including completion of the Unfinished Project and, for greater certainty, no amounts will be payable by the City to Vantage for such commercialization. Effective as of the Termination Date, Vantage hereby assigns to the City all rights, title and interests, including all Intellectual Property Rights, in and to the Unfinished Project IP. Vantage will ensure that all authors or creators of the Unfinished Project IP waive all moral rights such individuals have in Unfinished Project IP. Vantage will cooperate fully, and will ensure its Representatives cooperate fully, with the City, both during and after the termination of this Agreement, with respect to signing further documents and doing such acts and other things reasonably requested by the City to confirm the transfer of ownership of the Unfinished Project IP, the waiver of moral rights therein, or to obtain or enforce patent, copyright, trade secret or other Intellectual Property Right protection for the Unfinished Project IP, provided that the expense of obtaining or enforcing Intellectual Property Rights therein will be borne by the City. Upon the City becoming the owner of all rights, title and interests in and to the Unfinished Project IP, the City will grant, and hereby grants, to Vantage a perpetual, fully paid up, non-exclusive, royalty-free, non-transferable (other than to its Affiliates), non-sublicensable (other than to its Affiliates) license under its Intellectual Property Rights to the Unfinished Project IP, to use the Unfinished Project IP at any Vantage Venue, whether as of the Effective Date or in the future.

(e) Notwithstanding the delivery of a notice of termination in accordance with Section 13.3(a):

(i) each Party will carry out its obligations under this Agreement until the Termination Date, including but not limited to paying for such Party's Approved Development Costs and carrying out such Party's obligations pursuant to any approved Project Plans (provided that, in the case of any Project Plans with obligations or Project Plan Budgets that extend beyond the Termination Date, except as otherwise provided in this Agreement and unless otherwise agreed by the Parties, the Parties will only be required to fulfill such obligations and expend such Approved Development Costs as were approved by the Steering Committee prior to delivery of such notice of termination); and

(ii) in the event that either Party has engaged a Contractor pursuant to any agreement whose term extends beyond the Termination Date, such Party will terminate such agreement on or prior to the Termination Date in accordance with its terms, and the Parties will bear any costs arising from or in connection with the termination of such agreement in proportion to the Funding Allocation Ratio applicable to the costs of such Contractor.

(f) Any Party terminating this Agreement pursuant to this Section 13.3 will use commercially reasonable efforts to minimize the impact of such termination on the other Party.

13.4 Transition

(a) A Party providing a Transition Notice ("**Continuing Party**") is solely responsible for its costs and expenses for the development of the Project(s) incurred on or after the effective date of the Transition Notice. The Non-Continuing Party shall use commercially Reasonable Efforts to promptly transfer all development, commercialization, and manufacturing responsibilities (to the extent applicable) to the Continuing Party ("**Transition Assistance**"), provided that, except as otherwise provided in this Section 13.4 or elsewhere in this Agreement, the Non-Continuing Party has no obligation to:

(i) perform any development, commercialization, or manufacturing activities on or after the effective date of the Transition Notice, or

(ii) incur any expenses in connection with this Agreement on or after the end of the Transition Period, except for its internal costs in transferring its development, commercialization, or manufacturing activities to the Continuing Party.

(b) Except as otherwise agreed to in writing by the parties or as provided in this Section 13.4, the Non-Continuing Party shall:

(i) complete its Transition Assistance as soon as practicable and, in any event, no later than forty-five (45) Business Days after the effective date of the Transition Notice ("**Transition Period**");

(ii) during the Transition Period, (A) use commercially reasonable efforts to promptly make its Project Manager and related resources available to the Continuing Party as the Continuing Party may reasonably request; and (B) by the end of the Transition Period, transfer copies of all relevant Information arising from or concerning the Project(s) to the Continuing Party and assign to the Continuing Party or its designee its entire right, title, and interest therein; and

(iii) to the extent permitted by any relevant third-party agreements, use commercially reasonable efforts to (A) assign its rights or grant sufficient rights under all third-party agreements to the Continuing Party to the extent that the agreements relate to the Project(s) and, upon such assignment, the

Continuing Party shall assume all rights and obligations under such agreements; and (B) assist the Continuing Party to assume management of such agreements.

13.5 Effect of Termination

Upon the Termination Date, except as otherwise provided in this Agreement, all rights and obligations of the Parties under this Agreement will immediately cease; provided, however, that:

(a) each Party will continue to be responsible for performing any obligations of such Party that have accrued as of the Termination Date or that by the express terms of this Agreement survive the expiration or earlier termination of this Agreement;

(b) promptly after termination, each Party will pay to the other Party any unpaid amounts that have accrued to the other Party under this Agreement and that are attributable to the period prior to the Termination Date;

(c) the ownership of any right, title, or interest, including all Intellectual Property Rights, in and to the Jointly Developed Intellectual Property related thereto will be as set forth in Article 6 (as modified, to the extent applicable, by the terms of this Article 13); and

(d) for greater certainty, notwithstanding any termination of this Agreement, any license rights granted to the City pursuant to this Agreement shall continue perpetually.

13.6 Survival

The rights and obligations of the Parties set forth in this Section and Section (Definitions), Article 6 (Intellectual Property Ownership and Licences), Article 7 (Confidentiality), Article 8 (Representations and Warranties), Article 10 (Indemnification), Article 13 (Termination) and Article 16 (Miscellaneous) as well as any provision in this Agreement specifically identified as surviving termination or expiration, will survive termination or expiration of this Agreement, as applicable, in accordance with their terms.

ARTICLE 14
DISPUTE RESOLUTION

14.1 Dispute Resolution

Any disputes arising under or related to this Agreement or the work that is the subject of this Agreement shall be resolved by administrative hearing conducted in accordance with the procedures set forth in D.R.M.C. §5 17 (as modified by the terms of this Agreement), provided that, for purposes of this Agreement, the manager of aviation shall delegate his or her authority in respect of all such disputes hereunder to an independent hearing officer retained for that purpose by contract under Charter Section A16.3-3 with reasonable experience in the subject matter to be adjudicated. The parties agree that the determination resulting from said administrative hearing shall be final, subject to Vantage's right to appeal the determination under Colorado Rule of Civil Procedure Rule 106.

ARTICLE 15
STANDARD FEDERAL PROVISIONS

15.1 DEN Sensitive Security Information

Vantage acknowledges that, in the course of performing its obligations under this Agreement, Vantage may be given access to Sensitive Security Information ("SSI"), as such material is described in federal regulations, 49 C.F.R. part 1520. Vantage specifically agrees to comply with all requirements of the applicable federal regulations specifically, 49 C.F.R. Parts 15 and 1520. Vantage understands any questions it may have regarding its obligations with respect to SSI must be referred to the DEN's Security Office.

15.2 DEN Security

Each Party will comply with safety, operational, or security measures required of such Party by the Federal Aviation Administration and Transportation Security Administration. If Vantage or its Representatives fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Vantage covenants to fully reimburse the City any fines or penalties levied against the City in association with such failure or refusal, and any reasonable attorney fees or related costs paid by the City as a result of any such violation.

15.3 Federal Rights

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for DEN purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System.

ARTICLE 16
MISCELLANEOUS

16.1 Entire Agreement

This Agreement and any executed Project Plans constitute the entire agreement between the Parties regarding its subject matter and supersedes all prior communications, negotiations, understandings, agreements, or representations, either written or oral, between the Parties regarding its subject matter. This Agreement shall not be amended or modified except by a written instrument executed by an authorized representative of each Party.

16.2 Succession and Assignment

This Agreement binds and inures to the benefit of the Parties and their permitted successors and assigns. Neither Party may assign this Agreement, in whole or in part, or any of its rights, interests, duties, or obligations under this Agreement, without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed, provided that Vantage may assign this Agreement to an Affiliate without the approval of the City. Vantage will provide written notice to the City of any assignment of the Agreement to an Affiliate.

16.3 Independent Development

Nothing in this Agreement shall prevent either Party from continuing its independent development of its own technologies, including Intellectual Property that is subject of this Agreement.

16.4 Counterparts

This Agreement may be executed in one or more original counterparts, all of which together will constitute one agreement, and facsimile or other electronically captured signatures will have the same effect as original signatures.

16.5 Headings

The Section and Article headings contained in this Agreement are for convenience only and will not affect the meaning or interpretation of this Agreement.

16.6 Notices

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given in accordance with this Section:

If to Vantage:

Marie-Liesse Marc
Vice President, Acquisitions and Asset Management
Vantage Airport Group Ltd.
1200 W 73rd Ave
Vancouver, BC, Canada V6P 6G5
Email: mlmarc@vantageairportgroup.com
Tel: (604) 269-3802

with a copy to:

Jody Aldcorn
Partner
McCarthy Tétrault LLP
Suite 2400, 745 Thurlow Street
Vancouver, BC, Canada V6E 0C5
Email: jaldcorn@mccarthy.ca
Tel: (604) 643-7158

If to the City:

Chief Executive Officer
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340
Email: Kim.Day@flydenver.com

Tel: (303) 342-2206

with a copy to:

General Counsel
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340
Email: xavier.duran@flydenver.com
Tel: (303) 342-2540

Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail (in each case, with confirmation of transmission), if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the fifth (5) Business Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Either Party may change its notice information upon written notice to the other Party.

16.7 Governing Law

This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision or condition herein is subject to the provisions of Colorado law, the Charter of the City and County of Denver, and the ordinances and regulations enacted pursuant thereto.

The venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

16.8 Amendments and Waivers

No amendment of this Agreement will be valid unless stated in writing and signed by authorized representatives of the Parties. No waiver of any default, misrepresentation, or covenant will affect any prior or subsequent default, misrepresentation, or covenant.

16.9 Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be replaced with a provision that is valid and enforceable and that comes closest to the Parties' intention underlying the invalid or unenforceable provision.

16.10 Construction

Both Parties have had adequate opportunity to obtain legal representation and this Agreement reflects arms' length negotiations. Neither of the Parties will be deemed the drafter and no ambiguity in this Agreement will be construed against either Party.

16.11 No Third Party Beneficiaries

This Agreement is for the exclusive benefit of the Parties and does not create any rights enforceable by any Third Party.

16.12 Non-Discrimination Policy

In connection with the Party's performance of their respective obligations under this Agreement, the each Party agrees not to refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, and/or physical and mental disability.

16.13 Prevailing Wage

Each Party shall comply with the City's Prevailing Wage Ordinance, D.R.M.C. § 20-76 et seq., as such Ordinance may apply to such Party's activities under this Agreement.

16.14 Colorado Open Records Act

(a) Vantage acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and all documents prepared or provided by Vantage under this Agreement may be subject to the provisions of the Colorado Open Records Act. Vantage agrees that it will cooperate with the City in the event of a request for disclosure of such documents or a lawsuit arising under such act for the disclosure of any documents or information that Vantage asserts is confidential and exempt from disclosure.

(b) In the event of a request to the City for disclosure of Vantage's Confidential Information, the City will promptly advise Vantage of such request in order to give Vantage the opportunity to object to the disclosure of any of material Vantage may consider confidential, proprietary or otherwise exempt from disclosure. In the event of the filing of a lawsuit to compel disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure. If Vantage chooses to intervene in such a lawsuit and oppose disclosure of any materials, Vantage agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, loss or costs arising out of Vantage intervention including, but not limited to, reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

16.15 Examination of Records

Vantage agrees until the expiration of three (3) years after the termination of this Agreement, any duly authorized representative of the City, including the CEO, the City's Auditor or their representatives shall have the right, on reasonable request, to examine any books, documents, papers and records of Vantage that are directly pertinent to the Program or a Project, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

16.16 Business Opportunities

Vantage's participation in the Program in no way precludes Vantage or its Representatives from competing on any request or solicitation for proposals or bids issued by the City in connection with DEN or otherwise, provided that Vantage may be precluded from competing on any request or solicitation for proposals or bids issued by the City if Vantage or its Representatives participated in the preparation of such request or solicitation. The Parties acknowledge and agree that Vantage and its Representatives may refuse to approve or participate in any part of the Program or a Project Plan if Vantage reasonably believes that such approval or participation may preclude it or its Representatives from competing on any future request or solicitation for proposals or bids issued by the City; provided, however, that the City may choose to pursue the same independently and/or in conjunction with Third Parties.

16.17 Publication

Neither Party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or, unless expressly permitted under this Agreement, otherwise use the other Party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other Party.

[The remainder of this page is left intentionally blank]

Contract Control Number:

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:

By_____

By_____

By_____

Contract Control Number: PLANE-201842348-00

Contractor Name: VANTAGE AIRPORT GROUP (COLORADO) LTD

By: _____

Name: George Casey
(please print)

Title: Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by persons duly authorized as of the Effective Date.

VANTAGE AIRPORT GROUP (COLORADO) LTD.

By: _____
(Signature)

Name:
Title:

THE CITY AND COUNTY OF DENVER DEPARTMENT OF AVIATION

By: _____
(Signature)

Name:
Title:

SCHEDULE "C"

Insurance

See Attached.

SCHEDULE "A"

Competing Venues

Midway International Airport (MDW)
Baltimore/Washington International Airport (BWI)
Oakland International Airport (OAK)
Dallas Love Field Airport (DAL)
William P. Hobby Airport (HOU)
Phoenix Sky Harbor International Airport (PHX)
McCarran International Airport (LAS)
Orlando International Airport (MCO)
O'Hare International Airport (ORD)
Los Angeles International Airport (LAX)
San Francisco International Airport (SFO)
Newark Liberty International Airport (EWR)
George Bush Intercontinental Airport (IAH)
Dulles International Airport (IAD)

SCHEDULE "B"

DEN Rules

The rules and regulations posted at:
https://www.flydenver.com/about/administration/rules_regulations, as the same may be amended and modified from time to time.

CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION

Certificate Holder Information:

CITY AND COUNTY OF DENVER
Attn: Risk Management, Suite 8810
Manager of Aviation
Denver International Airport
8500 Peña Boulevard
Denver CO 80249

If you are awarded the contract, your ACORD forms must be submitted electronically to:
contractadmininvoices@flydenver.com.
HARD COPIES will not be accepted.
All ACORD forms must have the project number in the Description of Operations section.

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: Vantage Airport Group

I. PRIMARY COVERAGE

Colorado Workers' Compensation and Employer Liability

Minimum Limits of Liability (In Thousands) $100, $500, $100

1. 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. Any such rejections previously effected, must have been revoked as of the date Contractor executes this Agreement.

2. If the contractor/consultant is a sole proprietor, Workers' Compensation is waived per State of Colorado law.

Commercial General Liability

Minimum Limits of Liability (In Thousands):

Each Occurrence:	$1,000
General Aggregate Limit:	$2,000
Products-Completed Operations Aggregate Limit:	$2,000
Personal & Advertising Injury:	$1,000

The policy must provide the following:
1. That this Agreement is an Insured Contract under the policy.
2. Defense costs are outside the limits of liability.
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion).
4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
5. The full limits of coverage must be dedicated to apply to each project/location.

Business Automobile Liability

Minimum Limits of Liability (In Thousands):

Combined Single Limit $1,000

The policy must provide the following:
1. Coverage applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
2. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy.

II. ADDITIONAL COVERAGE

Excess/Umbrella Liability

Minimum Limits of Liability (In Thousands):

Umbrella Liability Controlled Area	Each Occurrence and aggregate	$9,000
Umbrella Liability Non-Controlled Area	Each Occurrence and aggregate	$1,000

The policy must provide the following:

1. Coverage must be written on a "follow form" or broader basis.
2. Any combination of primary and excess coverage may be used to achieve required limits.
3. If operations include unescorted airside access at DIA, then a $9 million Umbrella Limit is required.

1. To sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos).
2. A severability of interest or separation of insured provision (no insured vs. insured exclusion)
3. A provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.
4. If the coverage is written on a claims-made basis:
    a. the Insured warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and
    b. continuous coverage will be maintained or an extended reporting period will be maintained for a period no less than three (3) years beginning from the time that work under this contract is completed.

Professional Liability (Errors and Omissions)

Minimum Limits of Liability (In Thousands)

Per Claim	$1,000
Aggregate	$1,000

The policy must provide the following:

1. Policies written on a claims-made basis must remain in force for three years extended reporting period in accordance with CRS 13-80-104.
2. If the coverage is written on a claims-made basis the Insured warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract.

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein:

1. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
2. All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
3. For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
4. The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
5. 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.
6. 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
7. No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.

EXHIBIT "A"
PROJECT PLAN

This form of Project Plan describes the Intellectual Property development to be conducted by the Parties, and is governed by, is an attachment to and is, upon execution by the Parties, incorporated by reference into the Experience Lab Agreement by and between Vantage Airport Group (Colorado) Ltd. ("**Vantage**") and **THE CITY AND COUNTY OF DENVER** (the "**City**") with an Effective Date of _____, 2018 (the "**Agreement**").

All the terms used in this form of Project Plan shall have the same meanings as in the Agreement and such definitions are incorporated herein by reference. In the event of any conflict between the provisions of the Agreement and of this from of Project Plan, the terms of the Agreement shall prevail. The terms and conditions of this form of Project Plan are applicable solely to the Project described herein and in no way affect or alter the terms of any other Project incorporated into the Agreement prior to or after the Effective Date of this form Project Plan. This form of Project Plan shall be effective as of the date of the last signature below.

1.	Scope	
2.	Date of Project Commencement	
3.	Content and Timeline	
4.	Roles and Responsibilities	
5.	Protocols	
6.	Required Facilities	
7.	Estimated Project Plan Cost[1]	
9.	Project Plan Budget[2]	See Exhibit "A"
10.	Funding Allocation Ratio[3]	
11.	Deliverables	
12.	[Other]	

[Signature page follows]

[1] Estimated budget to estimate costs for duration of Project Plan.
[2] Detailed Project Plan Budget for first calendar year of Project Plan (or portion thereof, if Project Plan does not extend to end of calendar year) to be attached and approved by the Steering Committee.
[3] Default allocation to be 50/50 unless otherwise agreed.

VANTAGE AIRPORT GROUP (COLORADO) LTD.

By: _____
(Signature)

Name:
Title:
Date:

THE CITY AND COUNTY OF DENVER DEPARTMENT OF AVIATION

By: _____
(Signature)

Name:
Title:
Date:

Exhibit "A"

Project Plan Budget

[Budget to be inserted]