

Amendment to Services Agreement

This First Amendment to the Ticketing Services Agreement (“First Amendment”) is made and entered into as of the 3rd day of September, 2025 (“First Amendment Effective Date”) by and between Miami University (“Miami”) and The Aspire Sport Marketing Group, LLC, a Delaware limited liability company (herein after referred to as “Aspire” or “Provider”). Provider and Miami may each be referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, Service Provider is an affiliate of Playfly, LLC;

WHEREAS, Service Provider and University entered into a Services Agreement (“the Agreement”) effective as of October 15, 2022; and

WHEREAS, the Parties agree to amend the Agreement pursuant to the terms of this First Amendment.

NOW THEREFORE, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt of which are hereby acknowledged by both Parties, Service Provider and University do hereby agree to the following:

1. **Term.** Upon the expiration of the Agreement, the Parties shall exercise the option to renew the Agreement for two (2) years through October 15, 2027. Prior to the expiration of the current term of the Agreement, the terms set forth therein shall remain in full force and effect and shall be unchanged.

2. **Amended Language.**

2.1 Section 4(a) of the Agreement shall be deleted and replaced with the following:

The term of this Agreement shall commence on the First Amendment Effective Date and shall continue for two (2) years thereafter, until October 15, 2027 (the “First Amendment Term”), unless sooner terminated pursuant to this **Section 4**. Upon the expiration of the First Amendment Term, Miami shall have the right (but not the obligation) to renew this Agreement for up to three (3) additional twelve (12) month terms (each a “Renewal Term,” and together with the First Amendment Term, the “Term”). Miami will notify Provider of its intent to renew no later than one hundred twenty (120) days prior to the expiration date of the First Amendment Term. The terms and conditions of this Agreement shall apply unchanged during each Renewal Term (if any).

2.2 Exhibit A to the Agreement shall be deleted in its entirety and replaced with the following Attachment I.

3. **Capitalized Words.** Capitalized words used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

4. **Entire Agreement.** All terms, conditions, and provisions of the Agreement which are not specifically amended by this First Amendment shall remain in full force and effect throughout the Term. In the event of a conflict between the Agreement and the terms of this First Amendment, the terms of this First Amendment shall govern. This First Amendment, together with the Agreement, constitute the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, inducements,

and conditions, express or implied, oral, or written, between the parties with respect thereto. Neither this First Amendment nor the Agreement may be modified or amended other than by a written instrument signed by both Parties.

5. This First Amendment may be executed by confirmed facsimile in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile or other electronic means shall have the same legal effect as original signatures.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the First Amendment Effective Date.

Miami University

A body politic and corporate established and existing under the laws of the State of Ohio

By:

DocuSigned by:
Mark Taylor
DC1902DF5F864F0...

The Aspire Sport Marketing Group, LLC

3490 Piedmont Road NE, Suite 420
Atlanta, GA 30305

By:

Signed by:
Chad Cardinal
6C12F7F45793407...

Chad Cardinal, Vice President and Head of Playfly
Aspire Properties

Attachment I

EXHIBIT A

STATEMENTS OF WORK

(See Attached)

STATEMENT OF WORK NO. 2

This Statement of Work (this "SOW") is a part of and incorporated into the Ticketing Services Agreement, as well as the First Amendment to the Agreement, made by and between Miami University, a body politic and corporate established and existing under the laws of the State of Ohio; and the Aspire Sport Marketing Group, LLC, a Georgia limited liability company (the "Agreement") effective the First Amendment Effective Date.

1. Defined Terms. Capitalized terms not defined in this SOW are as defined in the Agreement. For purposes of this SOW, the term "Ticket Inventory" shall mean all new season tickets, renewal season tickets, premium tickets and suites, win-back season tickets, donations attached to season tickets, group tickets, mini plans and individual game tickets as assigned and directed by Miami; and the term "Legal Requirements" means all laws, statutes, codes, acts, ordinances, rules, regulations, interpretations, judgments, decrees, authorizations, directions and requirements of, and agreements with, all governmental entities.

2. Services to be Provided by Provider. Provider shall manage and operate Miami University Fan Relationship Management Center ("FRMC") for the purpose of the marketing, sales, and service of all Ticket Inventory. Provider shall provide all of the services described and outlined in the RFP and Response, and all of the following services (the "Services"):
 - (a) Servicing the inbound ticket sales phone line, in an effort to "upsell" conventional fans into packages that either: (i) increase their level of spend, and/or (ii) increase their level of avidity for Miami.

 - (b) Oversee all ticket and box office operations for the Athletic Department.

 - (c) Assist in the growth of new Athletics' donors.

 - (d) Develop a Ticket Marketing, Sales, and Service Plan primarily focused on monetizing the opportunities for ticketing areas.

 - (e) Work in conjunction with Miami to collaborate, and subsequently execute, on the promotion and intelligent marketing of all ticketed products. Additional marketing services, other than the marketing of any ticket products, to be offered at the project rates set forth below and at the negotiated hourly partner rate of \$100.

 - (f) Advise on annual sales calendar and ticket pricing. Adjust timing and release of tickets and other sales products.

 - (g) Conduct daily sales and relationship cultivation phone calls, messages (electronic, mailings, etc.) with season ticket holders, sponsors, businesses, individuals, groups and prospective buyers.

 - (h) Track and monitor sales calls for productivity.

 - (i) Provide Miami mutually agreed upon additional customer data. All data collected belongs to Miami. Such information shall be shared with Miami upon its request, but all reasonable efforts shall be made to protect the confidentiality of such information.

- (j) Provide mutually agreed upon data reports on a weekly basis.
- (k) Oversee the management and day-to-day operation of the FRMC with the objective of ensuring that ticket sales and revenue goals, as set annually by the Provider jointly with Miami are met. Provider will ensure that the operation is in full compliance with all Miami rules and policies as well as all relevant MAC conference, State and Federal regulations.

3. Provider Personnel; Overtime; Supervision of Miami Personnel; Background Check.

- (a) Provider will be responsible for hiring or otherwise providing, at its sole cost and expense, Provider employees to staff the FRMC and otherwise perform Services under the Agreement (individually and collectively, "Provider Personnel"). At the outset of this SOW, Provider shall hire or otherwise provide one (1) Senior Director of Ticket Sales and Service as the initial Provider Personnel (the "Director").
- (b) Provider Personnel shall at all times be employees of Provider and not of Miami, and Provider shall be solely and exclusively responsible for hiring, evaluating, training and compensating (including without limitation salaries, applicable bonuses and commissions where appropriate) the Provider Personnel. Provider and Miami will monitor staffing levels and can mutually agree to the addition of Provider staff positions per written agreement with the goal to maximize revenue and return for Miami.
- (c) Provider warrants that the Director will be an exempt employee who is not entitled to overtime in accordance with the U.S. Department of Labor and the Fair Labor Standards Act. In the event additional staffing is required in the future, any non-exempt Provider Personnel shall be eligible for overtime pay at a rate of 1.5 times their hourly rate for worked performed in excess of 40 hours in a work week. The expense projects provided by Provider assume that no overtime pay will be paid during given fiscal year. Accordingly, any such overtime paid to non-exempt employees will be invoiced to Miami as part of the Fee. Provided, however, that no overtime shall be worked by Provider employees without the express approval of Miami.
- (d) During the performance of the Agreement, Provider agrees to adhere to Miami's drug-free workplace policy, and provide a drug-free workplace for all Provider Personnel.
- (e) Miami shall have the right to have its employees or representative(s) present to observe and witness the work being performed by Provider Personnel although such representative(s) shall not direct or otherwise interfere with their activities. If, at any time, Miami determines, in its sole but reasonable judgment, that work is not being performed in accordance with the requirements, specifications, or obligations of the Agreement, Miami may notify Provider of such deficiency and request that it be promptly remedied.
- (f) To the extent permitted by Legal Requirements, Provider shall provide Miami with notice as soon as possible, but not later than twenty-four (24) hours from Provider's receipt of any material demands, complaints, or charges alleging violations by Provider Personnel or Miami's employees of any violation of any Legal Requirements that, if substantiated, would present an actual or potential threat to the health, safety, or security of Miami's campus

community, university property, or Miami's reputation. Provider shall notify Miami within seventy-two (72) hours of such demands, complaints, or charges related to other matters.

- (g) Provider's employment policies will meet the requirements of the Fair Labor Standards Act and all other regulations required by federal, state, or municipal regulation or law. All personnel policies and procedures governing Provider Personnel behavior will be available for review by Miami upon reasonable notice to Provider.
- (h) Provider shall provide appropriate and regular training for all Provider Personnel and Miami's employees assigned to the FRMC to improve their ability to perform at the high level expected of them. Provider shall also work with Miami to ensure that all Provider Personnel receive training related to Title IX and the Clery Act.
- (i) Upon Miami's reasonable request, Provider shall remove any Provider Personnel from the FRMC or Miami's account if: (A) such personnel are not qualified to perform the Services or tasks required under the Agreement or this SOW; (ii) such personnel are acting in violation of Miami policies and/or any Legal Requirements; or (iii) such personnel, in Miami's sole discretion, do not meet appropriate professional standards for employment in the FRMC. Miami will make such requests to Provider leadership, who will promptly comply with such request.
- (j) Provider shall not remove, reassign, or redeploy any individual Provider Personnel assigned to the FRMC or Miami's account prior to the expiration of the Term. If Client consents to the removal, reassignment, or redeployment of a Provider Personnel, then Provider will only remove such Provider Personnel from Miami's account when a new individual with similar skills and qualification is hired or otherwise made available to replace such removed, reassigned, or redeployed Provider Personnel. Nothing in the Agreement or this SOW shall preclude any Provider Personnel from removing himself or herself from Miami's account due to personal reasons, such as retirement, illness, or leaving his or her employment with Provider.
- (k) Provider shall comply with, and shall cause all Provider Personnel to comply with, (a) all applicable Legal Requirements; and (b) all policies of Miami, including, without limitation, Alcohol and University Property; Motor Vehicles; Motor Vehicles Permits; Minors on Campus; Parking; COVID-19; Weapons; Law and Order; Unmanned Aircraft System (Drones and Model Aircraft); Policy Prohibiting Harassment and Discrimination; Building and Grounds; Responsible Use of University Computing Resources at Miami University; Illegal or Unauthorized Use of University Computing Resources; Smokeand-Tobacco-Free Environment; and Drug-Free Workplace. Copies of all of Miami's policies can be accessed at the following website: <http://blogs.miamioh.edu/miamipolicies/>. Provider shall hold Miami harmless from any liability from its failure (or the failure of Provider Personnel) to comply with such Legal Requirements or policies. To the extent necessary to perform under this Agreement, Provider shall obtain and pay for all permits, certificates of inspection, and all other documents, including, without limitation, those required to comply with Legal Requirements or Miami's policies.
- (l) All current Miami personnel associated with the FRMC shall remain university employees until such personnel separate from service. Provider, in conjunction with Miami's athletics management team, shall (i) create performance metrics and outcomes for all Miami

employees assigned to the FRMC, and manage such performance metrics and outcomes with such employees; (ii) manage and supervise all Miami personnel assigned to work in the FRMC; and (iii) immediately report any workplace issues (e.g. injuries, performance problems, behavior issues, complaints, etc.) involving such Miami personnel to Miami's Deputy Athletic Director and to Miami's Associate Vice President for Human Resources. For avoidance of doubt, Miami shall be ultimately responsible for determining and taking appropriate disciplinary and employment decisions with respect to all Miami personnel.

- (m) If any Provider Personnel provide Services on any of Miami's campuses, then the following terms and conditions shall apply:
- i. Provider, at its expense, must conduct a background check for each Provider Personnel performing Services on Miami's account. The background check must be conducted prior to Provider Personnel being assigned to provide Services to Miami. Further, Provider Personnel who stop working on Miami's account must undergo another background check prior to restarting work on the Miami's account.
 - ii. Background checks are to be conducted via a request with the Ohio Bureau of Criminal Identification, and either the Miami's background check vendor or Provider's background check vendor based on the Miami's process. The minimum background check process shall include, but not be limited to, the following checks: (A) social security number validation and address history; (B) county felony and misdemeanor (for past 7-year residence history); (C) national sexual offender registry search; and (D) widescreen plus national criminal search.
 - iii. Provider shall promptly notify Miami if during the initial background check, or at any time thereafter, it is discovered that any Provider Personnel have a criminal record that includes a felony or misdemeanor. Unless Miami provides a waiver, the following types of convictions will render an individual ineligible to perform Services under this Agreement: (A) drug distribution activity or felony drug possession; (B) sexual offenses; (C) crimes of violence involving physical injury to another person; (D) child abuse, molestation, or other child endangerment crimes; (E) murder; (F) kidnapping; (G) theft or embezzlement; (H) any crime involving moral turpitude; and (I) any felony.
 - iv. If Provider desires to utilize an individual who has been convicted of or has pled nolo contendere to one of the above listed offenses, then Provider must obtain a waiver from Miami, which waiver may be granted or denied in Miami's sole and complete discretion. Miami will consider the following factors when determining whether a waiver will be granted: (A) the nature and gravity of any criminal offense(s); (B) the individual's age at the time of the offense(s); (C) the number and type of offense (felony, misdemeanor, traffic violations, etc.); (D) the sentence or sanction for the offense and compliance with the sanction(s); (E) the amount of time that has passed since the offense and/or completion of the sentence(s); (F) whether there is a pattern of offenses; (G) whether the offense arose in connection with the individual's prior employment or volunteer activities; (H) information supplied by the individual about the offense(s); (I) work record and references after the offense(s); (J) subsequent criminal activity; and (K) truthfulness of the individual in disclosing the offense(s).

- v. At any time during the term of the Agreement, Miami shall have the ability to audit Provider's background check process to ensure compliance with Miami's background check standards and guidelines.
 - vi. Provider shall cause all Provider Personnel to self-disclose any misdemeanor or felony convictions, including pleas of nolo contendere, that occur while such Provider Personnel are assigned to the Miami's account within three (3) business days of the conviction or plea.
4. Facilities, Materials, and Support Provided by Miami. To facilitate the provision of the Services, Miami shall provide to Provider, the following facilities, equipment and elements at Miami's Athletic Department in Oxford, OH at no additional cost during the Term of the Agreement:
- (a) Office Space. Miami will provide Provider with access to appropriate office space and supplies ("Office Space") sufficient to house at least one (1) Provider Personnel with room to expand for additional staff if necessary. Miami will be responsible for providing all up to date Labor Law posters and other state required posters visibly displayed in the FRMC. Provider expressly acknowledges and agrees that the Agreement and this SOW is not a lease, and that it does not create or convey to Provider or any third parties any interest in any university owned or controlled property. Under no circumstances shall the permission to use Miami's real or personal property granted by Miami to Provider under the Agreement or this SOW be deemed coupled with an interest in such university property. For clarity, Provider shall not be entitled to any of the rights of a tenant under law, including the law of forcible entry and detainer. PROVIDER HEREBY ACKNOWLEDGES AND AGREES THAT IT HAS INSPECTED ALL UNIVERSITY PROPERTY THAT PROVIDER WILL UTILIZE TO PERFORM UNDER THIS AGREEMENT, AND AGREES THAT SUCH UNIVERSITY PROPERTY IS SUFFICIENT FOR ITS PURPOSES UNDER THIS SOW AND THE AGREEMENT. PROVIDER HEREBY AGREES TO ACCEPT SUCH UNIVERSITY PROPERTY "AS-IS," "WHERE-IS," AND "WITH ALL FAULTS." MIAMI DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY UNIVERSITY PROPERTY PROVIDED HEREUNDER, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
 - (b) Utilities and Maintenance. Miami will provide and pay for the cost of all utilities provided to the Office Space, along with providing all maintenance and support for HVAC utilities, communications equipment, IT and all related systems.
 - (c) Office Furniture and Equipment. Miami will provide Provider Personnel with office furnishings consisting of a desk with lockable storage and chair. Miami will provide access to lockable filing cabinets, sales boards, sales bell and color printer with copy and scanning functionality.
 - (d) Parking. Miami shall reimburse Provider for expenses related to parking passes for all Provider Personnel; provided that Provider will be responsible for obtaining correct and current university parking permits and for informing all Provider Personnel of these requirements; and provided, further, that all Provider owned vehicles and privately-owned vehicles of Provider Personnel that are to be parked on university property must comply with existing parking regulations. Any questions pertaining to these parking regulations may be directed to Miami's Parking Services.

- (e) Technology and Telecommunications Equipment. Miami shall provide sufficient computers and phones with headsets for all Provider Personnel. Miami shall provide all Provider Personnel with access or licenses to CRM, as defined below.
 - (f) Complimentary Season Tickets. Miami shall provide Provider with four (4) complimentary season tickets to all ticketed sports.
 - (g) Complimentary Athletic Apparel. Miami shall provide to Provider with certain pieces of Miami branded apparel (e.g. polo shirts, jackets, sweaters, etc.), which Provider shall distribute to Provider Personnel to properly represent Miami at games and promotional events. Provider shall be solely responsible for assessing, collecting, and remitting any taxable amounts from Provider Personnel related to being provided such apparel, including, without limitation, any taxes for fringe benefits.
 - (h) E-mail Addresses. Miami shall also provide courtesy “@miamioh.edu” email addresses for all Provider Personnel.
 - (i) Staff Directory. Miami will list all Provider Personnel at Miami’s website staff directory, provided that such Provider Personnel are designated as Provider’s employees.
 - (j) Data-Base Lists and E-Marketing Support. Miami will provide Provider, to the extent reasonably available, with electronic lists on all ticket purchasers, deposit holders, current season ticket holder accounts, lapsed season ticket holders, group leaders, single-game ticket buyers and users, and if reasonably available, vendors, web site visitors, merchandise purchasers and friends of these categories. A lead constitutes a first name, last name, email address, and phone number. All current and future databases shall remain property of Miami and will not be shared or sold by Provider to any third party without the prior written consent of Miami. At Miami’s election, Provide can supplement e-mail marketing efforts are preferred partner rates.
5. Ticket Software and CRM Use Provision. Miami shall provide all Provider Personnel staff access to ticketing hardware and software systems and any CRM or lead management/distribution systems. Miami shall provide the Provider Personnel with one “administrator/administrative” or equivalent level access to any applicable ticketing or CRM software. Provider shall make its best effort throughout the entire term of the Agreement to continually update and maintain a sophisticated and actionable customer relations management (“CRM”) platform and associated ticketing database. The data stored in the CRM shall be the property of Miami.
6. Ticket Office Functions & Operations Budget. Miami, itself or through the Athletic Department, shall allow Provider, through the Athletic Department’s box office and ticket service function, the ability to conduct all necessary advance ticket purchase services (season ticket and group ticket accounting and printing, processing, fulfillment and delivery, plus overseeing, and operating where necessary, all box office, mail, phone, outlet and internet sales systems), as needed to support the effective operation of the FRMC. Miami is responsible for all related box office and ticket expenses, printing, and fulfillment costs associated with ticket sales and normal box office operations.
7. Strategy, Analytics & Marketing Services (“SAM”) and Ticketing Technology; Travel Reimbursement. The Fee structure includes support of \$5,000.00 per Contract Year to be used toward research,

pricing and ticket technology. If the agreement is terminated during the First Amendment Term, Provider will not be responsible for the remaining amount of SAM support due to Miami. An additional \$5,000.00 per year in support will be provided if the First Amendment Term is extended. Provider shall make available consulting and research services to Miami at its partner preferred rates at the discretion of Miami. Miami shall reimburse Provider for reasonable travel, hotel, and meal expenses, up to amounts allowed by Miami travel reimbursement rules and regulations, incurred in connection with all complimentary or paid consulting and research services; provided that Provider submits receipts for such reasonable expenses. Annually, Provider will have involvement in pricing decisions for all tickets, additionally Provider will have involvement in the establishment of the full ticket product menu (full seasons, mini-game, flex, group and single game tickets) and related ticket marketing sales and service calendar release dates, but Miami will make the final decisions regarding these matters.

8. Fees and Financial Terms.

(a) Fees. On a monthly basis, Provider shall invoice Miami for the following as outlined below:

- i. **Total Annual Fixed Labor Costs:** Total annual fixed labor costs (“Total Annual Fixed Labor Cost”) is defined as salaries and benefits including all applicable payroll taxes for the position(s) listed below. The Total Fixed Labor Cost does not include the Commissions set forth in (ii) below and the payroll taxes applicable to the Commissions and Bonus Opportunity. The maximum Total Fixed Annual Labor Cost for the Director shall be as set forth below.

Projected 2025-2026 Payroll for Director, Ticket Sales and Service:

Base	Overhead	Total Benefits	Bonus Opportunity	Commission	Total Labor Cost
\$70,000.00	27%	\$18,900.00	\$7,000.00	\$7,500.00	\$103,400.00

Provider and Miami shall mutually agree to labor costs each Contract Year of the Agreement and agree to revisit the Total Fixed Annual Labor Costs on an annual basis if there is turnover or if Parties agree to add additional staff. Payroll overhead and costs are an estimate and subject to change due to taxes, insurance, etc. Provider and Miami shall adhere to all Federal, State, and Local laws regarding minimum wages and unemployment insurance and agree to increase accordingly, expected to increase as follows:

Director, Ticket Sales and Service:

FY25	FY26	FY27	FY28
\$103,400.00	\$106,502.00	\$109,697.06	\$112,987.97

- ii. **Annual Management Fee:** Miami shall pay Aspire an “Annual Management Fee” as outlined below:

2025-2026 Year	2026-2027 Year
\$45,000.00	\$47,250.00

Annual Management Fee subject to an annual increase up to five (5%) percent.

- iii. **Athletic Fund Donations (“Donations Bonus”)**: Provider shall receive the Donation Bonus for new and incremental Athletic fund donations generated solely by the Provider. These donations are not tied to any ticket related purchase. The Donation Bonus is variable depending on both new and incremental donations actually received by Miami during each contract year based on the thresholds below. These donations are not tied to any ticket related purchase and seat related donations are not eligible for the Donation Bonus. Provider shall only solicit approved leads by the university Advancement & Foundation.

Donation Bonus Threshold	Amount Paid to Aspire
\$0.00 - \$50,000.00	An amount that is equal to 5.0% of the donation.
\$50,001.00 - \$100,000.00	An amount that is equal to 7.5% of the donation.
\$100,001.00+	An amount that is equal to 10.0% of the donation.

- iv. **Revenue Goals and Bonus Opportunity (“Provider Bonus”)**: Miami and Provider agree to a total Provider Bonus of up to \$45,000.00 for the First Amendment Term. If earned, Provider Bonus shall be added to the monthly fee. Miami and Provider shall mutually agree to Provider Bonus amounts and goals each Contract Year, in writing no later than thirty (30) days in advance of the new Contract Year, such as:

Goals	Bonus Pool
Average Attendance Goal	\$15,000.00
Ticket Revenue Goal	\$15,000.00
Retention Goal	\$15,000.00
Total Bonus Opportunity	\$45,000.00

(b) Payment and Financial Notes.

- i. Intentionally omitted.
- ii. Provider shall invoice Miami on the first (1st) day of each month for Total Labor Costs incurred during the previous month plus: (i) Commissions as set forth above, if any, earned in the previous month plus applicable taxes, (ii) the monthly prorated portion of the Annual Management Fee set forth above, (iii) Provider Bonus due to Provider set forth in above, if any, earned in the previous month.
- iii. Miami may elect to dispute, via written notice to Provider, any invoice within five (5) business days of receiving a monthly invoice. If Miami does not send such dispute

notice within the allotted timeframe, the invoice shall be deemed approved by Miami.

- iv. Refund Policy: Service Provider shall not be held responsible if Miami decides to refund any ticket sales orders due to the COVID-19 pandemic and any governmental actions that cancel games, limit capacity at games or otherwise cause Miami to refund any ticket sales orders.
- v. Cost of Living Increase: Employee base salary wages shall increase by three percent (3%) each year. This wage increase shall be automatically implemented at the start of each Contract Year throughout the Term of the Agreement.
- vi. Total cost for the employees includes base salary, bonus opportunity, related fringe benefits, and any applicable overtime hours worked.
- vii. If staffing levels are adjusted or new staff is hired, projected total labor costs will be negotiated in good faith and mutually agreed upon by both Parties.
- viii. Miami shall reimburse Provider within thirty (30) business days of receipt such invoice, or, in the event of a dispute, within thirty (30) business days of the date of mutual agreement between the Parties regarding the invoice amount. Invoices shall be paid via ACH.

9. Additional Services and Development of New Rights. Intentionally omitted.

10. Adjustments for Future Cost Increases. The negotiated Financial Terms set forth in Section 8(a) above are based on a budget prepared by Provider for the delivery of Services identified in this Agreement using Provider's current employee and other overhead expenses as of the date of this Agreement. The Parties acknowledge, however, that considering this Agreement is a multi-year contract, circumstances may change over time whereby the budget established at the date of the execution of this Agreement no longer reasonably represents the actual cost of providing Services contemplated by this Agreement. Examples of possible future events that may result in an increase in the budget include, but are not limited to, (i) the imposition of new legal requirements applicable to the delivery of Services under this Agreement (ii) government mandated increases in minimum wage or other employee compensation or benefit requirements, or (iii) an increase in the fees charged by third parties who provide services or products to Provider necessary for the fulfillment of its obligations under this Agreement. In the event that the actual cost of delivery of Services increases over time to the point where such additional costs exceed (or are reasonably expected to exceed) the amount originally budgeted by Provider by more than 5% in the aggregate, the Parties hereby agree to negotiate in good faith to adjust the compensation terms set forth in Section 8(a). to fairly compensate Provider for such additional costs. If the Parties are unable to reach agreement as to an adjustment requested by Provider, either Party may terminate this Agreement effective with sixty (60) days notice in which the Parties failed to agree to adjust the compensation terms for a future contract year.

11. Calendar & Pricing. Miami agrees to utilize Provider's expertise in helping to establish ticket prices and the Ticket Marketing, Sales & Service Calendar across all sports to achieve maximum success. Final say on ticket pricing, and sales calendar dates is at the sole discretion of Miami.

12. Confidential Information. Provider acknowledges and agrees that all Miami trade secrets, Miami technology, information pertaining to Miami's business operations and strategies, and information pertaining to Miami's past, current, and future customers, pricing, and marketing shall be considered Confidential Information of Miami, and such Confidential Information shall be subject to the confidentiality and security requirements described in the Agreement.

13. Damage to University Property. Provider shall be responsible for any damage to university property due to acts of negligence, acts of gross negligence, or willful misconduct of Provider or Provider Personnel (or any of Provider's permitted subcontractors, including all costs incurred to clean, repair, or replace such university property. For avoidance of doubt, Miami's Department of Physical Facilities shall have a right of first refusal to conduct all repairs/replacements described under this Section, or to otherwise manage outside vendors providing such repairs/replacements described under this Section.