

TICKETING SERVICES AGREEMENT

This Ticketing Services Agreement (this “Agreement”) is entered into by and between The Aspire Sport Marketing Group, LLC, a Georgia limited liability company, with an office located at 1720 Peachtree St. NW Suite 1062 Atlanta, GA 30309 (“Provider” or “Aspire”); and Miami University, a body politic and corporate established and existing under the laws of the State of Ohio, with offices located at 215 Roudebush Hall, 501 East High Street, Oxford, OH 45056 (“Miami”). The Provider and Miami are occasionally referred to herein individually as a “Party” or collectively as the “Parties.” This Agreement shall be effective for all purposes as of October 15, 2022 (the “Effective Date”).

WHEREAS, Provider has the capability and capacity to provide certain services as further described in this Agreement;

WHEREAS, Miami desires to retain Provider to provide said services under the terms and conditions hereinafter set forth, and Provider is willing to perform such services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. As used in this Agreement, the following terms have the meaning specified below:

(a) “Confidential Information” means any information that is treated as confidential by a Party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. For avoidance of doubt, the Provider hereby acknowledges and agrees that all Personal Information is and will remain the Confidential Information and property of Miami.

(b) “Fee” has the meaning set forth in **Section 5** of this Agreement.

(c) “Loss(es)” means mean all losses, damages, liabilities, deficiencies, actions, judgments, 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.

(d) “Personal Information” means any information that the Provider or any of the Provider’s Representatives collects, receives, or obtains, from or on behalf of Miami, including, without limitation, information or data that (i) does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, such as the individual’s name, address, social security number, etc., and any other information relating to an identified or identifiable individual; (ii) a person’s financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to a person’s financial account; (iii) all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.); (iv) “protected health information” as defined under the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d); (v) “education records” as defined under the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, et seq.); and (vi) all rules and regulations issued under any of the foregoing laws.

(e) “Representative(s)” means a Party’s employees, officers, directors, consultants, agents, independent contractors, service providers, subcontractors, and legal advisors.

(f) “**SOW**” means one or more statements of work to be negotiated by the Parties. The initial accepted SOW is attached hereto in **Exhibit A**. Additional SOWs shall be deemed accepted and incorporated into this Agreement only if signed by authorized representatives of both Parties.

2. **Services.** Provider shall provide to Miami the services (the “**Services**”) described in each SOW. The Provider shall provide the Services: (a) in accordance with the terms and subject to the conditions set forth in this Agreement; (b) using employees and approved contractors of required skill, experience, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with generally recognized industry standards in Provider’s field; and (e) to the reasonable satisfaction of Miami. For the sake of clarity, nothing in this Agreement shall be construed to prevent Miami from itself performing or from acquiring services from other providers that are similar to or identical to the Services.

3. **Deliverables; Grant of License.** If the Services require Provider to deliver documents, work product, and other materials to Miami (“**Deliverables**”), then Miami is, and shall be, the sole and exclusive owner of all right, title, and interest in and to such Deliverables, including all intellectual property rights therein. Provider agrees that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. 101, such Deliverables are hereby deemed a “work made for hire” for Miami. To the extent that any of the Deliverables do not constitute a “work made for hire,” Provider hereby irrevocably assigns, without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all intellectual property rights therein. Provider hereby represents, warrants, and covenants (as applicable) that the Deliverables and Miami’s use thereof will not infringe any intellectual property right of any third party. The terms of this paragraph shall survive the expiration or earlier termination of this Agreement.

4. **Term; Termination; and Survival.**

(a) The term of this Agreement shall commence on the Effective Date and shall continue for 3 years thereafter (the “**Initial Term**”), unless sooner terminated pursuant to this **Section 4**. Upon the expiration of the Initial Term, Miami shall have the right (but not the obligation) to renew this Agreement for up to two (2) additional twelve (12) month terms (each a “**Renewal Term**,” and together with the Initial 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 Initial Term. The terms and conditions of this Agreement shall apply unchanged during each Renewal Term (if any).

(b) Miami, in its sole discretion, may terminate this Agreement at any time without cause, and without liability to Provider (except for payment for Services rendered prior to the effective date of the termination), by providing at least thirty (30) days’ prior written notice to Provider. Provider, in its sole discretion, may terminate this Agreement without cause by providing Miami at least sixty (60) days’ written notice prior to the end of Miami’s then-current fiscal year (which runs from June 30 through July 31 of each year).

(c) This Agreement is subject to all necessary funds being available or encumbered pursuant to Ohio Revised Code section 126.07. If the state legislature-approved appropriations do not include fund for the continuation of this Agreement for any fiscal year after the first year and the Miami budget has no funds from any other sources to continue this Agreement, then Miami may terminate this Agreement without penalty or additional costs by giving Provider thirty (30) days written notice.

(d) Upon expiration or termination of this Agreement, Provider shall promptly: (i) deliver to Miami all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Provider in the course of performing the Services for which Miami has paid; (ii) return to Miami all Miami-owned property, equipment, or materials in its possession or control; (iii) remove all Provider-

owned property, equipment, or materials located on Miami's premises; and (iv) return any fees and/or expenses (including the Fee) prepaid by Miami in advance of the performance of Services by Provider.

(e) The rights and obligations of the Parties set forth in this **Section 4(e)** and in **Section 3, Section 6, Section 7, Section 8, Section 12, Section 13, Section 14, Section 17**, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

5. Fees; Payment.

(a) For the Services to be performed hereunder, Miami will pay to the Provider the fee set forth in each SOW (the "Fee"). Unless otherwise provided in a SOW, the Fee is inclusive of all out-of-pocket expenses of Provider and will constitute payment in full for performance of the Services during the Term. For avoidance of doubt, unless otherwise set forth in a SOW, Provider shall be responsible for all costs and expenses incurred in or incidental to the performance of the Services, including without limitation, all costs of any material supplied by Provider, all fees, fines, licenses, bonds, or taxes required of or imposed against Provider, and all other of Provider's costs of doing business.

(b) It is Miami's strong preference that all amounts due and owing under this Agreement will be paid via Miami's single use account (SUA) virtual card program (the "Program"), currently offered through J.P. Morgan Chase. If Contractor enrolls in the Program, then all payments due under this Agreement will be paid immediately upon Miami's processing of each invoice submitted by Contractor. If Contractor does not enroll in the Program, then payment will be made by standard methods (e.g. ACH, etc.) and will be due Net30. Unless otherwise set forth in a SOW, Miami shall pay the Fee in equal monthly installments during the Term, with the first installment payable on the date that is thirty (30) days from the Effective Date of this Agreement. Thereafter, all subsequent undisputed installments will be payable on the anniversary date of the first installment payment.

6. Damage to Miami's Property. Provider shall be responsible for any damage to Miami's real or personal property that occur while performing the Services on Miami's premises, including all costs incurred to clean, repair, or replace such property.

7. Confidential Information.

(a) Confidential Information. In connection with this Agreement, the disclosing Party may disclose or make available Confidential Information to the receiving Party. Subject to **Sections 7(b), (d), and (e)** of this Agreement, the receiving Party: (i) shall not access or use, or permit the access or use of, Confidential Information of the disclosing Party other than as necessary to exercise the receiving Party's rights or perform its obligations under and in accordance with this Agreement; (ii) shall not disclose or permit access to the disclosing Party's Confidential Information other than to its Representatives who need to know such Confidential Information for purposes of the receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (iii) safeguard the disclosing Party's Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; (iv) require its Representatives' compliance with, and be responsible and liable for any of its Representatives' noncompliance with, the terms of this **Section 7**; and (v) notify the disclosing Party in writing, to the extent legally permissible, promptly of any unauthorized disclosure or use of the disclosing Party's Confidential Information.

(b) Exclusions. Subject to **Section 7(c)** of this Agreement, Confidential Information does not include information that the receiving Party can demonstrate by written or other documentary records: (i)

was rightfully known to the receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the receiving Party in connection with this Agreement; (ii) was or becomes generally known by the public other than by the receiving Party's or any of its Representatives' noncompliance with this Agreement; (iii) was or is received by the receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (iv) the receiving Party can demonstrate by written or other documentary records was or is independently developed by the receiving Party without reference to or use of any Confidential Information.

(c) Personal Information Exception. Notwithstanding any provision of this Agreement to the contrary, none of the exclusions set forth in **Section 7(b)** of this Agreement shall apply to any Personal Information, regardless of whether such Personal Information may be publicly available or otherwise qualify for exclusion under any of the other provisions of **Section 7(b)** of this Agreement.

(d) Compelled Disclosures. If the receiving Party or any of its Representatives is compelled by a valid subpoena or court order to disclose any Confidential Information, then, to the extent permitted by applicable law, the receiving Party shall promptly notify the disclosing Party so that the disclosing Party, at its own cost and expense, can seek a protective order or other remedy. If the disclosing Party fails to promptly act to seek a protective order or other remedy to prevent the disclosure of the requested information, then the receiving Party may disclose the requested information.

(e) Ohio Public Records Act. The Provider hereby acknowledges that the Ohio Public Records Act, Ohio R.C. 149.43 *et seq.* (the "Act"), applies to many of Miami's records, including contracts and communications with goods and services vendors, and that Miami is obligated to produce its public records when requested by the public. If Miami receives a public records request related to this Agreement, Miami will provide the Provider ten (10) calendar days' prior notice ("Notice Period") before releasing any of the Provider's Confidential Information to allow the Provider to seek a protective order or take other legal action to prevent the release of its Confidential Information. Notwithstanding anything to the contrary in this Agreement, the Provider hereby agrees that Miami may deliver such notice via email or other electronic means. If the Provider fails to pursue protective legal action within the Notice Period, then Miami will disclose the requested Confidential Information, and such disclosure will not constitute a breach of this Agreement. The Provider acknowledges and agrees that (i) Miami has sole discretion in determining whether a record is a "public record" under the Act; (ii) Miami is under no obligation to redact any document on behalf of the Provider or to determine whether any of the Provider's information qualifies for an exemption under the Act; (iii) the Provider shall bear all costs associated with pursuing any protective legal action to prevent the disclosure of its Confidential Information; and (iv) Miami may disclose copies of this Agreement, all statements of work, and all invoices, receipts, and purchase orders in response to any valid request made under the Act.

(f) Return or Destruction of Miami's Confidential Information. Within five business days after Miami's written request at any time during the Term, and subject to any contrary obligations under applicable law, the Provider shall return or destroy and erase from all systems the Provider directly or indirectly uses or controls all originals and copies of all documents, materials, and other embodiments and expressions in any form or medium that contain, reflect, incorporate, or are based on Miami's Confidential Information, in whole or in part, and provide a written statement to Miami certifying that it has complied with the requirements of this paragraph.

(g) FERPA. To the extent applicable under this Agreement, if Provider has access to "education records" (as defined under FERPA), then it is hereby deemed a "school official" (as defined under FERPA).

8. Indemnification. Provider shall indemnify and hold harmless Miami from and against all Losses arising out of or resulting from (i) a claim of bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of Company or its employees, subcontractors, or agents; and (ii) Provider's material breach of any representation, warranty, or obligation of Provider set forth in this Agreement; and (iii) claims that the Services or Deliverables, or Miami's receipt or use thereof, infringes any intellectual property right or privacy right of a third party; provided, however, that Provider shall have no obligations under this **Section 8(a)(iii)** with respect to claims to the extent arising out of (A) any materials provided by Miami in writing to Provider; or (B) any modifications or changes made to the Services or Deliverables by or on behalf of any person other than Provider (or its employees, subcontractors, and agents). Provider shall not settle any third party claims without Miami's prior written consent. Company acknowledges that Ohio R.C. 3345.15 provides that the Ohio Attorney General has the exclusive right to defend and represent Miami in legal actions involving Miami.

9. Insurance.

(a) At all times during the Term, Provider shall procure and maintain, at its sole cost and expense, all insurance coverage required by applicable law, and in any event, insurance coverage in the following types and amounts: (i) Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Provider under this Agreement; Commercial Automobile Liability with limits no less than \$1,000,000 combined single limit for bodily injury, death, and property damage, including non-owned and hired automobile coverages, as applicable.

(b) If the Provider will have access to Miami's information technology or information systems, then Provider shall procure Cyber Liability Insurance, including first party and third party coverage, with limits no less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate.

(c) "Miami University and its trustees, officers, and employees" shall be added as an additional insured to the Provider's Commercial General Liability and Commercial Automobile Liability policies. Provider shall provide Miami with copies of the certificates of insurance and policy endorsements for all insurance coverages required by this section, and shall not do anything to invalidate such insurance. Nothing in this Agreement shall be construed in any manner as waiving, restricting, or limiting the liability of either Party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring Provider to indemnify and hold Miami harmless under this Agreement).

(d) NOTHING IN THIS AGREEMENT SHALL PRECLUDE MIAMI FROM CLAIMING UNDER ANY INSURANCE PLACED OR PROVIDED PURSUANT TO THE AGREEMENT UP TO THE FULL AMOUNT PAYABLE UNDER SUCH INSURANCE.

10. Compliance with Law; Compliance with Miami Policies. Both Parties shall comply with all laws, regulations, and ordinances applicable to such Party's business. If the Services are to be completed on Miami's property, then Provider shall comply with all rules and regulations of Miami, including, without limitation, 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; Smoke-and-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/>.

11. Representations and Warranties. Provider represents, warrants, and covenants (as applicable) to Miami that:

(a) Provider has, and throughout the Term will continue to have, the unconditional and irrevocable right, power, and authority, including all permits and licenses required to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Agreement;

(b) the Services, Deliverables, and other materials provided to Miami by Provider hereunder will not infringe, misappropriate, or otherwise violate any person's intellectual property rights, privacy rights, or other similar rights (whether statutory, at common law, or otherwise);

(c) the Services will in all material respects conform to and perform in accordance with the specifications contained in the SOW or that are generally available in Provider's marketing materials;

(d) Provider does not and will not discriminate on the basis of religion, race, color, creed, national or ethnic origin, sex, age, disability, political affiliation, gender identity or expression, sexual orientation, pregnancy, or status as a veteran or member of the military;

(e) Company is not subject to an "unresolved" finding for recovery under Ohio R.C. 9.24;

(f) Company shall not provide any services under the Agreement outside of the United States of America, and will abide by all requirements of Ohio Executive Order 2019-12D;

(g) Provider is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the Term of this Agreement; and

(h) Provider has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

12. Governing Law; Forum Selection; Miami's Sovereign Immunity. This Agreement, and all related documents, including all exhibits and attachments to any of the foregoing documents, and all disputes and other matters arising out of or relating to this Agreement, whether sounding in contract, tort, statute, or otherwise, shall be (a) governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any jurisdiction's conflict of laws provisions; and (b) subject to the sole and exclusive jurisdiction of the state and federal courts of competent jurisdiction located in the State of Ohio. The Parties agree that the foregoing forum selections have been concluded as a result of arms-length negotiations and are not overly onerous or burdensome to either Party. The Parties agree that nothing in this Agreement shall be construed as a waiver of the sovereign immunity of Miami and/or the State of Ohio beyond the waiver provided in Ohio Revised Code 2743.02.

13. Trademarks and Logos. Neither Party shall advertise or release any public statements that it has contracted with the other Party without such other Party's prior written consent. Neither Party shall use the other Party's name, logos, trademarks, service marks, trade names, or brand indicia (collectively, "Marks") for any reason or in any manner, without the other Party's prior written consent. Each Party consenting to the use of its Marks hereunder shall remain the sole and exclusive owner of and retain all right, title and interest in and to its Marks and the goodwill associated therewith. Nothing contained in this Agreement shall be construed as conferring upon any Party, by implication, operation of law or otherwise, any other rights. Upon the expiration or termination of this Agreement, any use of the other Party's Marks and name shall immediately cease (unless otherwise agreed in writing by the owner of such Marks). If Provider wishes to use Miami's Marks, then Provider must contact Laura Driscoll, Director of Brand Management and Strategy, who may be reached at (513) 529-8332 or driscor@miamioh.edu.

14. Maintenance of Records; Audit Rights. During the Term and for twelve (12) months thereafter, Provider shall: (a) maintain complete and accurate books and records regarding its business operations relevant to the calculation of any fees or expenses due, owing, or payable hereunder, and any other information relevant to Provider's provision of Services or performance under this Agreement; and (b) upon Miami's reasonable request, make such books and records, and appropriate personnel, available during normal business hours for inspection and audit by Miami or an independent accountant that is reasonably acceptable to Provider. In the event Miami desires to exercise its rights under **Section 14(b)**, then Miami shall: (x) provide Provider with at least thirty (30) days' prior written notice of any audit; (y) undertake an audit no more than once per calendar year, except for good cause shown; and (z) conduct or cause to be conducted such audit in a manner designed to minimize disruption of Provider's normal business operations.

15. Incorporation of Certain Documents; Order of Precedence. All properly executed SOWs are hereby incorporated into this Agreement by this reference. If Miami issued a request for proposal ("RFP") for the Services, and if the Provider submitted a response to such request for proposal ("Response"), then the RFP and the Response are hereby incorporated into this Agreement by this reference. In the event of a conflict between the terms and conditions contained in the body of this Agreement and the terms and conditions contained in a SOW, the RFP, or the Response, the order of precedence to resolve such conflict shall be as follows: (a) first, the terms contained in this Agreement (without reference to the conflicting language in the applicable SOW, RFP, and/or Response); (b) second, the applicable SOW; (c) third, the RFP; and (d) fourth, the Response.

16. Entire Agreement. This Agreement, including any materials incorporated into this Agreement, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. No browse-wrap, shrinkwrap, clickwrap, or other non-negotiated terms and conditions provided by the Provider or with any of the Services will constitute a part or amendment of this Agreement or be binding on Miami. The Parties hereby agree that all such other terms and conditions have no force and effect and are hereby deemed rejected by Miami.

17. Government Provisions. Provider hereby acknowledges and agrees that Miami, as a public university, cannot agree to certain contract terms. Notwithstanding anything to the contrary in Provider's invoices, SOWs, click-through agreements, end-user license agreements, non-negotiated terms and conditions, or other similar materials ("Provider Materials"), the Parties hereby agree as follows:

(a) Miami will not indemnify, defend, or hold harmless Provider or any other third parties, and any requirement to the contrary in the Provider Materials are hereby struck in their entirety, and shall be null and void.

(b) The only choice of law that governs the interpretation of this Agreement and the relationship of the Parties is the law of the State of Ohio, and any requirement to the contrary in the Provider Materials are hereby struck in their entirety, and shall be null and void.

(c) Miami will not (i) resolve any claims, actions, lawsuits, or other similar disputes ("Disputes") using mediation, arbitration, or any other form of alternative dispute resolution; (ii) pay any of Provider's court costs, attorneys' fees, or other similar expenses (whether for Disputes or otherwise); and (iii) pay any liquidated damages to Provider. Any requirement(s) to the contrary in the Provider Materials are hereby struck in their entirety, and shall be null and void.

(d) To the extent that this Agreement or any Provider Materials contains any of the prohibited provisions contained in Ohio R.C. 9.27(B) (the "Prohibited Provisions"), Provider hereby agrees that (i) all

Prohibited Provisions contained in the Agreement or Provider Materials are void *ab initio*, are hereby deemed deleted in their entirety, and shall not be binding on Miami; and (b) the Agreement shall otherwise be enforceable as if it did not contain such Prohibited Provisions.

18. Force Majeure. Except with respect to payment for obligations already accrued or services previously rendered under this Agreement, no Party shall be liable for, nor shall such Party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm, epidemic, pandemic or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by such Party with reasonable care (each, a "Force Majeure Event"). A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such Force Majeure Event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure Event; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable. Notwithstanding anything herein to the contrary, if this Agreement includes a payment guarantee, such payment guarantee shall be abated and/or prorated during any period of time during which a Force Majeure Event exists and is ongoing. In addition, to the extent this Agreement calls for a party to incur a reimbursable expense which cannot be cancelled or abated during the existence of a Force Majeure Event, the party incurring such reimbursable expense shall be entitled to reimbursement in accordance with the terms of this agreement regardless of the existence of such Force Majeure Event. In the event that one or more material terms of this Agreement cannot be performed due to a Force Majeure Event, and the inability to perform such one or more material terms (individually or in the aggregate) (i) will result in a substantial hardship, financial or otherwise, to a party or (ii) materially change the bargained for terms of this Agreement to the detriment of a party, the aggrieved party shall notify the other party of such circumstance, in which case the Parties shall negotiate in good faith to modify the terms of this Agreement during the continuance of the Force Majeure Event to address the grievance to the reasonable satisfaction of the aggrieved Party. In the event that the Parties are not able to reach an agreement to adjust the terms of this Agreement to the reasonable satisfaction of the aggrieved party within 30 days after the date of such Party having notified the other Party of the grievance, the aggrieved Party shall have the right to terminate this Agreement from and after the thirtieth (30th) day of the giving of such notice if the Force Majeure Event continues to exist at such time.

19. Non-Solicitation. Without the other Party's prior written consent, each Party agrees that during the Term of this Agreement and for a period of 6 months thereafter, it will not knowingly solicit, contract with, nor engage the services of, any employee with whom such Party has worked directly in conjunction with this Agreement without the other Party's written consent. The Parties agree that consent shall not be required in the event that the employee with whom such Party has worked directly in conjunction with this Agreement, was involuntarily terminated by the other Party. The foregoing shall not (a) restrict a Party from hiring any such individual that contacts it on his or her own initiative, or (b) apply to (i) general solicitations to hire through the use of advertising, recruiters, or otherwise, or (ii) any solicitations made by any of a Party's agents that were not aware of the contract relationship between Miami and Provider. Both Parties shall promptly notify the other of any communications with an employee of the other regarding employment during the Term of this Agreement.

20. Relationship of the Parties. It is understood and acknowledged that the Services which Provider will provide to Miami hereunder shall be in the capacity of an independent contractor and not as an employee or agent of Miami. Provider shall control the conditions, time, details, and means by which Provider performs the Services. Miami shall have the right to inspect the work of Provider as it progresses solely for the purpose of determining whether the work is completed according to this Agreement. Provider has no authority to commit, act for or on behalf of Miami, or to bind Miami to any obligation or liability.

Provider shall not be eligible for and shall not receive any employee benefits from Miami and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to any amounts earned by Provider under this Agreement.

21. Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this paragraph). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid); facsimile or email (with confirmation of transmission); or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this paragraph.

22. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

23. Amendments. No amendment to, or modification of this Agreement is effective unless it is in writing and signed by each Party.

24. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

25. Assignment; Successors and Assigns. Provider shall not assign, transfer, delegate, or subcontract (whether by contract, operation of law, or otherwise) any of its rights or obligations under this Agreement without the prior written consent of Miami. Any purported assignment or delegation in violation of this paragraph shall be null and void. No assignment or delegation shall relieve the Provider of any of its obligations hereunder. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

26. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

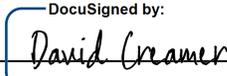
TICKETING SERVICES AGREEMENT

Signature Page

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates indicated below, to be effective for all purposes on the Effective Date.

MIAMI:

Miami University,
a body politic and corporate established and
existing under the laws of the State of Ohio

Signed: _____


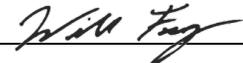
Name: _____
David Creamer

Title: _____ Sr VP Finance & Business Servs

Date: _____ 11/4/2022

PROVIDER:

The Aspire Sport Marketing Group, LLC
a Georgia limited liability company

Signed: _____


Name: Bill Fagan

Title: President & CEO

Date: _____ 24 October 2022

EXHIBIT A
STATEMENTS OF WORK

[See Attached]

STATEMENT OF WORK NO. 1

This Statement of Work (this “SOW”) is a part of and incorporated into the Ticketing Services 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”).

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; Smoke-and-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) Miami anticipates that it will cease hiring Miami employees for the FRMC on or around September 1, 2022. 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 on 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, Provider can supplement e-mail marketing efforts at 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 per year, a total of \$15,000 over the course of the initial three (3) year term, added-value, to be used toward research, pricing and ticket technology. If the agreement is terminated during the initial term, Provider will not be responsible for the remaining amount of SAM support due to Miami. An additional \$5,000 per year in support will be provided if the initial three (3) year 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 will invoice Miami for the following as outlined below:

i. Fee. Miami will pay Provider as set forth below (the "Fee"). The Fee includes all FRMC labor costs, including but not limited to salaries, benefits, staff commissions, and bonuses, as well as other FRMC expenses and Provider support. For clarity, Provider will bill Miami \$11,250 monthly beginning October 15, 2022 and ending October 14, 2023. Year 2 billing rates will begin on October 15, 2023. Provider and Miami will revisit the yearly Fee amount if there is turnover or if Parties agree to add additional staff. Provider and Miami will adhere to all Federal, State and Local laws regarding minimum wages and unemployment insurance and will increase accordingly if applicable in future years. All employee vacation that is accrued and mandated by state law or by a state where the employee is working will be paid at time of employee departure will be billed to Miami. (Years four and five are listed for possible extension of the initial agreement.)

	Y1	Y2	Y3	Y4	Y5
Yearly Fee:	\$ 135,000	\$ 140,000	\$ 145,000	\$ 150,000	\$ 170,000
<i>per month</i>	<i>\$ 11,250</i>	<i>\$ 11,667</i>	<i>\$ 12,083</i>	<i>\$ 12,500</i>	<i>\$ 14,167</i>

ii. Athletic Fund Donations (“Donation Bonus”). Provider will 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 will only solicit approved leads by the University Advancement & Foundation.

Donation Bonus Thresholds	% to Miami	% to Aspire
\$0 - \$50,000	95.0%	5.0%
\$50,001 - \$100,000	92.5%	7.5%
\$100,001+	90.0%	10.0%

iii. Revenue Goal and Bonus Opportunity (“Revenue Bonus”). Miami and Provider will mutually agree to a ticket revenue goal each year of the Agreement. The ticket revenue goal and Revenue Bonus opportunity in future contract years will be mutually agreed to in writing no later than thirty (30) days in advance of the start of each new contract year (i.e. October 15). Once the mutually agreed upon ticket revenue goal has been exceeded in a given contract year, Provider will be eligible to receive a Revenue Bonus. Both parties agree that in the first contract year the ticket revenue goal will be \$1,100,000 inclusive of all ticket sales (This goal shall not include any processing fees or donations required for seating. For example, if a season ticket purchase for a total of \$100 includes \$50 ticket revenue and a \$50 donation, only the \$50 ticket revenue will count towards the goal.). For avoidance of doubt, in the first contract year, Provider is eligible to receive a Revenue Bonus amount of \$5,000 once the ticket revenue goal of \$1,100,000 has been exceeded, and will be eligible to receive an additional \$5,000 Revenue Bonus for every \$100,000 generated above the \$1,100,000 goal. If earned, the Revenue Bonus will be added to the monthly Fee.

Ticket Revenue Goal	Bonus to Aspire
\$1,100,000	\$5,000
\$1,200,000	\$5,000
\$1,300,000	\$5,000

(b) Payment and Financial Notes.

i. Provider will invoice Miami the 1st day of each month for the monthly Fee plus revenue share on new donations and any Provider Bonus due to Provider set forth earned in the previous month.

ii. Revenue share on donations require approval, in advance of the submission of the monthly invoice, by the primary Miami contact.

iii. Provider will not be held responsible if Miami decides to refund any ticket sales orders due to the COVID-19 pandemic that results in cancelled games or limited capacity at games.

iv. If staffing levels are adjusted or new staff is hired, a new Fee will be negotiated in good faith and mutually agreed upon by both Parties.

9. Adjustment 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.

10. 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.

11. 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.

12. 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.

[Signature Page Follows]

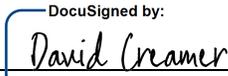
STATEMENT OF WORK NO. 1

Signature Page

IN WITNESS WHEREOF, the Parties hereto have caused this SOW to be executed as of the dates indicated below, to be effective for all purposes on the Effective Date.

MIAMI:

Miami University,
a body politic and corporate established and
existing under the laws of the State of Ohio

Signed:  _____

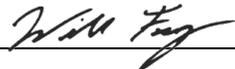
Name: David Creamer

Title: Sr VP Finance & Business Servs

Date: 11/4/2022

PROVIDER:

The Aspire Sport Marketing Group, LLC,
a Georgia limited liability company

Signed:  _____

Name: Bill Fagan

Title: President & CEO

Date: 24 October 2022