

# HARDROCK SUMMIT 2021

## TERMS AND CONDITIONS

These terms and conditions as contained herein together with the Offer on pages 1,2 and 3 together with Attachments referenced herein, constitute this Agreement in full.

**LICENSE:** Licensee agrees to purchase from Licensor and Licensor agrees to sell to Licensee a license to temporarily use an assigned Exhibit Space for exhibiting gem, jewelry, mineral and fossil related product/items (the "License") at the Hardrock Summit 2021 to be located in the Plaza Ballroom and Exhibit Area at Sheraton Hotel in Downtown Denver and the Colorado Convention Center (the "Summit") for the period from September 16 to September 21, 2021 and during such other times as may be agreed from time to time between Licensor and Licensee during which Licensor permits Licensee to occupy or use the assigned Exhibit Space or other space at the Summit under these Terms and Conditions and as per the terms and conditions of the Sheraton Hotel Downtown Denver ("SDD"), a copy of which is attached and fully incorporated into these Terms and Conditions as if fully stated herein. If there are any parts of these Terms and Conditions that contradict the SDD's terms and conditions, then the latter's terms and conditions prevail.

Licensee must be a current member of the American Gem Trade Association ("AGTA"). Licensee acknowledges that Licensor has entered into a cooperation agreement with AGTA and has rented the Plaza Ballroom at the SDD to AGTA for that said to be solely occupied by AGTA members. The Plaza Ballroom at the SDD will be governed by AGTA admission and other general rules and regulations, subject only to changes as approved and authorized by Licensor. As a member of AGTA, Licensee will accept and follow AGTA admission and other general rules pertaining to exhibiting at the Hardrock Summit 2021.

This is a non-exclusive, one-time temporary and revocable License and this License is not a lease, sublease, or rental agreement. The relationship of Licensor and Licensee is intended to be that of licensor-licensee and not that of landlord-tenant, principal-agent, joint venturers, partners or otherwise. It is understood and agreed that Licensee neither has nor gains any interest whatsoever in the real property upon which the Licensee's assigned Exhibit Space is located. Licensee and the individual whose signature appear on this Agreement are jointly and individually liable to uphold all the rules, regulations, terms and conditions as set forth in this Agreement and as may be issued by Licensor from time to time and fully accept responsibility and are liable for any and all actions of any person working for or representing Licensee. Licensee understands that Licensor has made arrangement to rent the Exhibit Space from the SDD.

**PAYMENTS:** Payments as reflected on pages 1,2 and 3 must be made only in United States Dollars either with checks drawn on US branches of US based banks (payable to: Hard Rock Summit LLC, 7900 East Union Ave., DTC Corporate Center III, Suite 1100, Denver CO 80237), by wire transfer or with a credit card approved by Licensor. Payment dates must be strictly adhered to and are material terms of this Agreement. **Late Fees:** If any payment is not received by Licensor on or before any due date stated above, or if checks received are returned without receipt of good funds by Licensor or if a credit card payment is declined, then the Licensee is assessed a 10% late fee which will be assessed on each such overdue payment amount; and then each time that a particular payment which has missed its initial due date is also not paid before each of the next succeeding payment dates established for other installment payments, a 5% additional late fee will be assessed on the then overdue payment amount. In addition, if this Agreement is received without receipt of the installment payment required or if a payment does not clear for any reason, then the Agreement may be cancelled at the sole discretion of Licensor at any time.

**SUB-LICENSING:** This License is personal to Licensee and Licensee may not assign this License or any right hereunder, nor give any security interest herein or any right hereunder, nor may this License be assigned by operation of law. Any attempted assignment of this License, subletting or sharing of the assigned Exhibit Space or other rights under this License by Licensee or by operation of law or the giving of any security interest herein shall, at Licensor's option, constitute a material breach of this Agreement and shall be void, unless Licensor provides prior written approval.

**EXHIBIT SPACE LOCATION:** This License provides Licensee the right to display in the Summit at an Exhibit Space to be assigned by Licensor within its sole discretion. Licensor anticipates assigning the Exhibit Space as described on page 1 of this Agreement and Licensor reserves the right to change the assigned Exhibit Space if Licensor determines, at its sole discretion, that it is required in the best interests of the Summit and Licensor will notify Licensee of any such change. A layout can be found on the Licensor's website.

**EXHIBIT SPACE ACCESS / OCCUPANCY BY LICENSEE:** Licensee's right of access to the premises shall be limited to the period of time designated for operation of the Summit as mentioned above, including set-up and move-out time as determined by Licensor and at such other times as may be agreed to in writing from time to time between Licensor and Licensee. Licensee shall have persons working for Licensee wear appropriate identification as issued by Licensor in Licensee's Exhibit Space at all times that the Summit is open and during set-up and move-out and at such other times as may be required by Licensor. All demonstrations or other promotional activities, including the distribution of promotional materials, must be confined to the Exhibit Space assigned under the License and may not extend to the common areas of the Summit.

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**COMPLIANCE with SHERATON DOWNTOWN DENVER (SDD) and CITY OF DENVER REGULATIONS:** Licensee will comply with all of the rules and regulations of the SDD and the City of Denver. A copy of the SDD's General Rules and Regulations for Exhibits are attached and are fully incorporated into this Agreement as if recited herein. Licensee also agrees to comply with any and all COVID-19 related protocols and regulations issued by or through the SDD and which will be continued to be communicated by SDD and/or Licensor and updated on either Licensor's website, [www.hardrocksummit.com](http://www.hardrocksummit.com), or the SDD's website. Failure of Licensee to comply with these rules and regulations is a material breach of this Agreement and may in Licensor's sole discretion result in the termination of this Agreement.

**EXHIBIT SPACE INSTALLATION, REMOVAL & MAINTENANCE:** Each Exhibit Space shall be "set up" by not later than 10pm of the business day of September 17, 2021 and Licensor may decide in its sole discretion that Exhibit Space not occupied by Licensee by that time reverts to Licensor with no refund of the License Fee or any portion thereof. Dates and times for set-up and take-down of the Exhibit Space is described on page 3 of this Agreement subject to change with advance notice of such time changes provided to Licensee by Licensor. Licensee may not dismantle any part of its Exhibit Space until the Summit is officially closed at 5 p.m. on the last day of the Summit, September 21, 2021 with tear down to follow after 5pm and the following day. Materials not removed by the close of the Summit may be removed by Licensor without notice to Licensee and disposed of as trash or placed in storage at Licensee's sole expense and at Licensor's sole discretion. Licensee and its employees and agents remain solely liable for the safety of its Exhibit Space, personnel and personal property. Licensee shall comply with all requests of Licensor pertaining to the installation, conduct and disassembly of its Exhibit Space. Any of the specific set-up and tear-down times mentioned in this paragraph are subject to change which will be communicated in advance to Licensee by Licensor.

Labor for the installation and dismantling of exhibits as well as for all material handling falls under IATSE, Local No. 7, jurisdiction in the since this labor is arranged through a general service contractor as chosen by Licensor and which will be able to assist each Licensee. The labor costs related to the show set-up is included in the License Fee.

If Licensee, its agents, guests, invitees or employees impair or deface the walls, floors or other elements of the Summit premises, the Exhibit Space or its equipment, Licensee shall be liable to Licensor for its cost of repair or replacement.

**CLEANLINESS:** Licensor will be responsible for cleaning the Summit areas, other than booth interiors, after exhibition hours. The Licensee will be responsible for cleanliness within the assigned Exhibit Space and will not deposit trash or refuse in anything other than receptacles provided. All exhibits must be cleaned and be in presentable condition prior to the opening of the exhibition each day.

**PUBLIC AREAS:** Licensee's display will be confined to the interior of the assigned Exhibit Space. Aisles, passageways and overhead space are common and public areas and may not be used for signs, displays, chairs, tables, banners, floor coverings, advertisements or any other type of promotional material, unless agreed to in writing by Licensor. Licensee may not solicit Buyers in aisles.

**FIRE AND OTHER STANDARDS:** Licensee will comply with all local fire codes and standards. Licensee must not place any material in the assigned Exhibit Space which has not been flame proofed or which does not comply with all applicable governmental requirements. No open flames are allowed. Any display material or booth decorations supplied by Licensee must be flameproof and no hangings shall touch the floor. All electric wiring and devices shall be UL listed and conform to the National Electrical Code Safety Rules and other City of Denver Codes. Licensee shall have a certificate of the flameproof nature of any material or both decorations available for presentation if requested by Licensor and any materials without such proof or not in compliance with these standards must be removed immediately upon request by Licensor. Failure to comply with these standards are a material breach of this Agreement and in Licensor's sole discretion may result in the termination by Licensor of this Agreement and Licensee's rights to exhibit in the Summit.

**PHOTOGRAPHS FILMING:** No photographs or filming may be taken on the Summit floor areas, without written authorization of Licensor. Licensee agrees that Licensor may take photographs of Licensee's assigned Exhibit Space, exhibit and Licensee's personnel during, before or after the open hours of the Summit, for any promotional use by Licensor.

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**DIRECTORY LISTING:** Licensee shall be identified by firm name and Exhibit Space location in the official Summit Directory or addendum if Licensee supplies this information to Licensor by Licensor's deadline date. Licensor will take every possible precaution to ensure the accuracy of these listings but will not be responsible for any omissions or errors or any inadvertent failure to list Licensee.

**ALTERNATE LOCATION:** Licensor reserves the right to change the dates and location of the Summit and shall give Licensee notice of such changes as soon as they are known. All other terms of this Agreement shall remain in full force and effect notwithstanding such change.

**LICENSEE'S MERCHANDISE ON DISPLAY:** Merchandise to be exhibited by Licensee is limited to gems, jewelry, minerals and fossils, services to these industries and associated publications and trade associations. Licensor will in its sole discretion determine what material and merchandise is acceptable, and Licensee agrees that Licensor shall have the right to require Licensee to withdraw from Licensee's display and sales any article(s) which do not appear to Licensor to be suitable for display or sale in the Summit or that in Licensor's sole discretion are not materials conforming to Licensor's understanding of the material to be exhibited by Licensee. Licensee's choice of display layout and arrangement are subject to prior written approval of Licensor. Licensee shall hold Licensor harmless as is referenced in the section below entitled INDEMNITY in the event of any claim arising from misrepresented goods. Licensee shall not sell or offer to sell any item of merchandise that may not lawfully be sold in the United States or in the City of Denver.

**OTHER OPERATIONAL ITEMS:** Licensor reserves the right to restrict Licensee's power usage if it exceeds the amount of power that has been provided to Licensee as per this Agreement. Unless otherwise agreed in writing, Licensee shall not use more than the power allowed as described on page 1 of this Agreement at any one time. LED lighting is preferred. All extension cords used within Licensee's assigned Exhibit Space must be grounded with circuit breaker protection and in full compliance with all governmental requirements.

Licensee shall not nail, screw, staple, tape, glue or otherwise attach, adhere or connect any object to any Summit facility or equipment without prior written approval of Licensor. Licensee shall clear Licensee's assigned Exhibit Space of trash before Licensee departs. Licensee will be liable for the cost of the replacement or rearrangement of any furniture or fixtures that were moved or repositioned by Licensee. Licensee is responsible for any damages caused by Licensee's actions to Summit Facility buildings, grounds, adjacent structures and furniture or fixtures and Licensee shall be liable for the repair or replacement of any damage caused by Licensee and to any unusual labor involved in clean-up.

Signage includes but is not limited to posters, banners, fliers, leaflets and any printed material or advertisement for Licensee's merchandise or business. Licensee will not be permitted to install any type of signage that advertises Licensee's other exhibit locations in Denver, Colorado without prior written approval of Licensor. The content, wording and placement of all of signage is subject to Licensor's prior approval. Additionally, Licensee is prohibited from posting any signage anywhere other than within Licensee's booth without the written approval of Licensor. Any signage that does not have Licensor's prior written approval may be removed and disposed of by Licensor without notice to Licensee and without liability to Licensor and Licensee shall make no claim against Licensor regarding the removal and disposal of the signage including but not limited to its value.

Licensee understands that stickers, flashing or moving lights, or noisemaking objects, including but not limited to poppers and clicking devices are not permitted. Smoking in any Exhibit Space or common or public space on the premises of the Summit is not permitted and smoking is restricted further to such locations as the SDD may designate, if any.

**FOOD AND BEVERAGE SERVICE:** Licensee recognizes that food and beverage service will only be provided through authorized caterers and that Licensee will not engage in selling food and beverage products. Licensee shall not bring in food or beverage from outside and consume it except within its licensed premises itself and by Licensee and its staff.

**LOSS AND/OR DAMAGE TO MERCHANDISE AND PERSONAL PROPERTY / LICENSOR'S SECURITY:** Licensee agrees that Licensor is in no way responsible for the damage to, safety of or loss of Licensee's display or merchandise, either during Summit hours or during closed hours. However, due to the nature of the Summit, Licensor provides security personnel merely as a service to Licensees and does not imply that Licensor is responsible for the security of the Summit and the Licensee's activities during the Summit.

**LICENSEE REPRESENTATIONS:** Licensee represents and warrants that (1) all information provided herein is correct and accurate as of the time it executes this Agreement; (2) it will promptly comply with all obligations incurred by it hereunder; (3) it will abide by all terms set forth herein; (4) it does not and will not infringe Licensor or third party intellectual property rights, including but not limited to Licensor or third party trademark and copyrights and/or the privacy, publicity, or publishing rights of Licensor or any third party.

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**INDEMNITY:** Licensee shall indemnify, protect, defend and hold harmless the Licensor and its agents, directors, employees, officers and owners (all collectively included in "Licensor") as well as the SDD and its agents, directors, employees, officers and owners, from and against any and all claims, damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the assigned Exhibit Space by Licensee. If any action or proceeding is brought against Licensor or the SDD by reason of any of the foregoing matters, Licensee shall upon notice defend the same at Licensee's sole expense by counsel reasonably satisfactory to Licensor or the SDD. Licensor shall cooperate with Licensee in such defense. Licensor or the SDD need not have first paid any such claim in order to be defended or indemnified.

**LIMITATION OF DAMAGES / LIABILITY:** Licensor or SDD shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Licensee, Licensee's employees, contractors, invitees, customers, or any other person, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause whether the said injury or damage results from conditions arising upon the Exhibit Space or upon other portions of the building of which the Exhibit Space are a part, or from other sources or places. Licensor shall not be liable for any damages arising from any act or neglect of any other tenant or licensee of Licensor or the SDD nor from the failure of Licensor or the SDD to enforce the provisions of any other lease or license for other portions of the building of which the Exhibit Space is a part. Notwithstanding Licensor's or the SDD's negligence or breach of this Agreement, Licensor shall under no circumstances be liable for injury to Licensee's business or for any loss of income or profit therefrom.

LICENSOR AND ITS AFFILIATES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES SHALL NOT IN ANY EVENT BE LIABLE TO LICENSEE FOR ANY THIRD-PARTY CLAIM OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND IRRESPECTIVE OF WHETHER LICENSOR OR ITS AFFILIATE(S), OFFICER(S), DIRECTOR(S), AGENT(S) OR EMPLOYEE(S) HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

Anyone visiting, viewing or otherwise participating in the exhibit is deemed to be the invitee or guest of Licensee, rather than the invitee or guest of the Licensor. Licensor and its subsidiaries, affiliates, officers, directors, agents and employees shall not be liable for any injury whatsoever to Licensee or persons conducting or otherwise participating in the conduct of its exhibit, to invitees or guests of Licensee or anyone in the vicinity of or passing by Licensee's Exhibit Space. Licensee agrees to abide by existing agreements and regulations and additional reasonable regulations which may in the future be established by Licensor or the SDD covering the use of services, labor or otherwise in the Summit.

In the event that it is determined that Licensor or the SDD is liable in any way, Licensor's or the SDD's and each of its affiliates', officers', directors', agents' and employees' entire and collective liability arising out of or relating to this Agreement, including without limitation on account of performance or nonperformance of obligations hereunder, regardless of the form of the cause of action, whether in contract, tort (including without limitation negligence), statute or otherwise, shall in no event exceed the amounts paid to Licensor under this Agreement.

**INSURANCE:** At all times during the term of this Agreement, Licensee shall maintain public liability insurance and property damage insurance issued by an insurance company authorized to insure in the United States and with offices in the United States and having an A VIII A.M. Best rating, insuring against all liability of Licensee arising out of and in connection with Licensee's use or occupancy of the Exhibit Space in an amount not less than \$1,000,000. All public liability insurance and property damage insurance shall insure performance by Licensee of the indemnity provisions hereof. Licensee and Licensor shall be named as co-insureds, and the policy shall contain cross-liability endorsements. It is expressly acknowledged that Licensor has not purchased insurance of any kind for the benefit of the Licensee, nor is Licensor under any obligation whatsoever to do so. Licensee will provide workers compensation insurance for all workers employed by Licensee for the work and services performed during or at the Summit.

**WAIVER OF SUBROGATION:** Licensee hereby releases Licensor and the SDD and Licensor's and the SDD's authorized representatives from any claims for damage to any person or to the Exhibit Space and the building and other improvements in which the Exhibit Space is located, and to the fixtures and personal property of either Licensor or Licensee in the Exhibit Space and the building and other improvements in which the Exhibit Space is located that are caused by or result from risks insured against under any insurance policies carried by Licensor and in force at the time of any such damage. Licensee shall cause each such insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Licensor in connection with any damage covered by any policy issued to Licensee.

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**OTHER RIGHTS OF LICENSOR:** Licensor shall have full power to interpret the rules, regulations, terms and conditions of this Agreement and to make such rulings as may be deemed by Licensor to be in the best interest of the Summit. Any and all written amendments of the foregoing rules, regulations, terms and conditions shall be binding on Licensee. During the Summit various unknown and unanticipated contingencies may arise and Licensor reserves the right to interpret in its sole discretion the relative rights of the Licensor and Licensee in light of such unanticipated circumstances and/or contingencies.

Licensor reserves the right to determine the eligibility of any Licensee for inclusion in the Summit, at Licensor's sole discretion. If, for any reason, Licensor does not accept the application of Licensee, all deposits paid by Licensee in connection with this Agreement will be returned to Licensee.

Further, Licensor reserves the right to prohibit, terminate, revoke the license of, remove, and/or to restrict Licensees who, in Licensor's sole discretion, may detract from the Summit's general character. Licensor may deem a Licensee objectionable for purposes of this section for actions including but not limited to excessive noise, method of operation, distribution or display of objectionable materials or other objectionable conduct. The objection may be to person(s), thing(s), conduct, printed matter, and anything of any character that Licensor determines in its sole discretion is objectionable. In the event Licensor exercises this right, Licensor shall not be liable for any refunds or other expenses incurred by Licensee. Licensee further agrees to waive and release Licensor and its subsidiaries, affiliates, officers, directors, agents and employees from all claims of any character against Licensor by reason of its exercise of its rights under this section, and further agrees to waive any and all rights that may arise under this license.

**GOVERNMENT LAWS, RULES & REGULATIONS:** Licensee shall observe all State and Local laws, rules and regulations and Licensee assumes full responsibility for payment of all State and Local taxes, assessments, permits, licenses or fees. Further, Licensee will observe all building and local government fire and other regulations, including, but not limited to, all flame-proofing regulations and all regulations governing the use of flammable liquids or gasses

**DEFAULT / BREACH BY LICENSEE:** Any breach or default by Licensee of any term in this Agreement, including, but not limited to, terms regarding payment by Licensee, shall entitle Licensor to:

- (a) order Licensee to remove its property from the Summit premises, and/or
- (b) retain, as liquidated damages for breach, all sums therefore paid by Licensee for participation in the Summit, and/or
- (c) collect immediately any balance due including the entire unpaid License Fee, and/or
- (d) cancel this License Agreement as well as any other contracts for Licensee's participation in future Summits, and
- (e) Licensor will retain any deposits or payments paid by Licensee if any, for future Summits in the amounts and under the terms as provided for below in "Refunds For Cancellation By Licensee".

These rights are in addition to any claim that Licensor may have at law or equity. If Licensee has failed to fully pay any past contracts that it has entered into with Licensor, Licensor may, at its sole discretion, apportion any fees paid under this Agreement to satisfy such outstanding balance(s). If Licensee fails to comply with the terms of this Agreement, in addition to any and all other remedies available in law or in equity, Licensor shall be entitled to retain any and all payments received from Licensee as additional liquidated damages.

**REFUNDS FOR CANCELLATION BY LICENSEE:** If Licensee is in good standing under this Agreement, Licensee may surrender this License and receive a full refund, less an amount equal to 25% of the price of the License Fee, if written notification of cancellation is received by Licensor from Licensee prior to August 1, 2021, provided that the canceled Exhibit Space is re-sold by Licensor to another Licensee at no less than the License Fee and under the terms stated in this Agreement.

There are no refunds given for cancellations the notice for which is received by Licensor on or after August 1, 2021.

Notwithstanding any other provisions of this Agreement Licensee is responsible for the full payment of the Licensee Fee if the Exhibit Space is not re-sold by Licensor at no less than License Fee and terms stated in this Agreement.

In the event Licensee defaults in any of its obligations under this Agreement, in addition to having the right to direct Licensee to vacate the Exhibit Space, Licensor shall have the right to collect from Licensee on demand the full amount of the License Fee payable to Licensor, as well as the right to pursue any other remedy afforded it by law.

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Notwithstanding the above language regarding refund for cancellation by Licensee and if Licensee is in good standing under this Agreement, Licensor will either fully refund any License Fee installment payments received to date from the Licensee for the 2021 License Fee or apply the same amount to the License Fee for the Hardrock Summit 2022, if Licensee cancellation is for reasons related to the impossibility of Licensee attending the 2021 Summit because of travel restrictions imposed by the United States that completely bans travel to the United States from the Licensee's country of residence as of August 1, 2021.

If the travel restrictions imposed for travel to the United States is for quarantine upon entry into the United States that quarantining restriction is not sufficient to constitute impossibility. Licensor reserves the right in its sole discretion to determine whether the reason for a cancellation by Licensor constitutes an impossibility to attend.

**CANCELLATION OF SUMMIT BY LICENSOR/FORCE MAJEURE:** Licensor shall not be liable for any damages to Licensee from delay or non-performance of this Agreement due to events beyond its reasonable control including without limitation, acts of God, disaster, government regulation, act of war, act of terror, pandemics such as COVID-19, strikes or other labor disputes, weather, earthquakes, fires, floods, riots, civil disorder, failure of power or utilities, government acts, curtailment of travel by government order making travel to Denver impossible and interference with transportation facilities or other event(s) that in Licensor's sole discretion makes performance impracticable or impossible. If Licensor does not provide Licensee with an Exhibit Space for any of these above listed reasons then Licensor will credit the installment payments paid by Licensee for the 2021 Summit to the License Fee for the 2022 SUMMIT, but will not be required to refund any portion of the 2021 License Fee installments paid, and if for other than those reasons stated above, then any installment payments that Licensee has made to Licensor for the 2021 Licensee Fee to reserve Exhibit Space for the Summit will be refunded in full.

**RELATIONSHIP BETWEEN THE PARTIES:** The parties to this Agreement are independent contractors, and this Agreement shall not establish any relationship of partnership, joint venture, employment, landlord-tenant, franchise, or agency between the parties. No party shall have the power to bind any other party or incur obligations on any other party's behalf.

**SEVERABILITY:** If any part of this Agreement is held by a court to be invalid for any reason, that part of the Agreement only shall be severed from the remainder of the Agreement, and the Agreement as so modified will remain in full force and effect.

**GOVERNING LAW:** This Agreement shall be governed by, interpreted, constructed and enforced in accordance with the laws of the State of Colorado with jurisdiction and venue in the County of Denver. In the event of litigation arising out of this Agreement or the performance thereof, the party who is declared the prevailing party by a court of competent jurisdiction shall be entitled to reasonable attorneys' fees and costs.

**CROSS DEFAULT:** A default by Licensee or any of its affiliates in the performance of any obligation under any other agreement between Licensee or any of its affiliates and Licensor or any of its affiliates shall constitute a default under this Agreement.

**CONFIDENTIALITY:** Licensee agrees not to disclose any of the terms of this Agreement, or the License Fee as set forth in this Agreement, to any third party. Any such disclosure of any terms of the Agreement or the License Fee to a third party is a material breach of this Agreement and may in Licensor's sole discretion cause this Agreement to be terminated.

**ENTIRE AGREEMENT / MODIFICATION:** There is no other agreement or warranty between Licensee and Licensor except as set forth in this Agreement. Any modification of this Agreement and its attachments must be made in a subsequent writing and signed by both Licensor and Licensee.