

QUOTE



Date: 08-22-2018
Quote #: 234

Taylor Hertsberg
Texas Film Commission
PO Box 13246
Austin, TX 78711

SXSW LLC
PO BOX 685289
AUSTIN, TX 78768

PAYMENT TERMS		QUOTE EXPIRATION DATE	
Net 30		2018-09-14	
ITEM	QTY	LIST PRICE	LINE ITEM TOTAL
Complimentary - Film Registration	2.00	\$1,325.00	\$0.00
Trade Show 10' x 10' Inline P&D	1.00	\$3,600.00	\$2,880.00
Trade Show - Exhibitor Pass	2.00	\$125.00	\$0.00
Comments:			
SUBTOTAL			\$6,500.00
DISCOUNT			\$3,620.00
TOTAL			\$2,880.00
TRADEMARK LICENSE	Trademark License Pursuant to the terms set forth in the attached Exhibit A, Exhibit B, and the Supplemental Trademark License Terms (as defined in Exhibit B), which are available here: https://www.sxsw.com/supplemental-trademark-license-terms/		

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE ATTACHED EXHIBIT A, EXHIBIT B AND SUPPLEMENTAL TRADEMARK LICENSE TERMS ARE INCORPORATED HEREIN BY REFERENCE.

EXHIBIT A TO THE QUOTE

Complimentary - Film Registration

Description. Grants access to SXSW Film programming and events, March 8-17, 2019. Badges are non-transferable and non-refundable. Event participants further agree to the Registration Terms and Conditions located at: <https://www.sxsw.com/attend/registration-terms-conditions/>.

Trade Show 10' x 10' Inline P&D

1. **Description.** SXSW agrees to provide one (1) exhibition stand ("Stand") at the SXSW 2019 Trade Show (the "Trade Show") pursuant to the attached Quote and the Terms and Conditions set forth in Exhibit B.
2. **Venue; Hours.** The Trade Show will operate in a venue secured by SXSW at its sole discretion (the "Trade Show Venue"). Trade Show operating hours ("Trade Show Hours") and Client load in and load out times to be determined in SXSW's sole discretion, at a later date and to be included in Client's 2019 SXSW exhibitor portal (the "Exhibitor Portal"). Client may not enter the Trade Show Venue outside of Trade Show Hours except for the designated load in and load out times and daily one hour prior to the Trade Show Hours. Client must exit Trade Show Venue within thirty minutes after Trade Show Hours. SXSW and Trade Show security will enforce Trade Show Hours in order to maintain a secure and safe environment for all exhibits.
3. **Admission; Capacity.** The Trade Show will be open to SXSW 2019 registrants, showcasing artist wristbands and day passes (collectively, the "Attendees") only. SXSW shall ensure that the Trade Show complies with the Trade Show Venue's capacity as determined by the Austin Fire Department at all times.
4. **Security.** SXSW agrees to secure and hire security personnel and services sufficient for the Trade Show Venue. Client agrees that any additional personnel and services required for its Stand shall be secured and hired at Client's sole expense.
5. **Stand Provisions.** SXSW agrees to provide one (1) 6' x 30' covered table with two side chairs and one (1) black & white company ID sign (the "Stand Package") for 400 sq ft stands and smaller. Two (2) Stand Packages will be provided for Stands larger than 400 sq ft.
6. **Listing; Promotions.** Subject to the limitations described in this section, SXSW will promote Client in SXSW 2019 print and online materials and schedules including the SXSW GO mobile app, with the inclusion of Client's logo where appropriate. If Client does not provide SXSW with the Client Deliverables (as defined below) by January 11, 2019, SXSW will not be able to promote Client in print materials.
7. **Stand Rules and Restrictions.** Client's exhibiting structure and all its elements must keep within the Stand footprint. Client must obtain SXSW's written permission for all exhibit designs in order to prevent construction, activity or display systems that might conceivably interfere with nearby exhibitors or be unsafe for Attendees. All materials used must be made of flame retardant material.
8. **Stand Occupancy; Operation.** Client agrees to staff the Stand during all Trade Show Hours with personnel at least 18 years old. Time is of the essence for actual occupancy of the space reserved by Client. If Client does not occupy the Stand by the start of the Trade Show on the first day, SXSW may occupy or cause said space to be occupied as SXSW deems is in the Trade Show's best interest without in any way releasing Client from any liability hereunder. All Stands must remain staffed and fully intact until the Trade Show closes on the final day. Failure to fully staff and/or prematurely dismantle Client's exhibit will result in a \$1,500 fine and forfeiture of the right to exhibit at future SXSW trade shows or exhibitions.
9. **Share Policy.** SXSW will allow Client to share its Stand only if the secondary company is a subsidiary or division of Client, has a distributor relationship with Client, or has an equity relationship with Client. Each secondary company must pay a \$1,000 share fee and sign a SXSW Trade Show Stand contract. SXSW has the sole discretion to approve and accept share contracts based on the criteria above.
10. **Brand Ambassadors.** Client shall contain all promotional efforts within the designated Stand footprint. Additional employees, representatives, and/or brand ambassadors for Client may not market, promote, or otherwise approach Attendees with the intent of promoting, marketing or otherwise evangelizing Client's services or brand outside of the designated Stand footprint.
11. **Food and Beverage Service.** Trade Show Venue has the exclusive rights to all food and beverages within the Trade Show. Food and beverage consumed, prepared or distributed, including food or beverage items used for promotional purposes, must be purchased through the Trade Show Venue. Client may supply sample food and or beverages, endemic to their brand only.

but must be properly permitted. Client must submit for a temporary food permit to SXSX no later than February 1, 2019. All submissions after that date will be denied.

12. Policy on Selling. Client acknowledges and agrees that it shall be solely responsible for paying sales tax as required by the State of Texas.

13. Wireless Networks. Client may not create personal wireless networks. For all connectivity needs, Client must either purchase a wired Internet connection or use the available wireless network.

14. Sound Regulations. Client acknowledges and agrees that at no time may its sound level exceed 85 decibels. Live performances are limited to a maximum of fifteen (15) minutes on an hourly basis.

15. Client Materials and Property. Client shall follow SXSX's specific instructions for shipping promotional materials intended for use in the Stand. Client agrees that SXSX will not be responsible for shipping Client materials and/or property. Client agrees that SXSX and the Trade Show Venue will have no liability for theft, loss, or damage to Client's products, merchandise, equipment, or other property. Client is encouraged to insure its property (from the time it leaves Client's location until it returns) at Client's own expense.

16. Production. Client shall be solely responsible, at Client's own expense, for providing all production and execution aspects of the Stand not already provided by SXSX, including without limitation, hospitality, furniture, signage, promotional materials, electricity, wired Internet connections, audio visual equipment, labor, shipping, and receiving. Client agrees it will be responsible for the costs for any production provided by SXSX or its contractors not expressly stated in this Agreement, unless the parties otherwise agree in writing.

17. Third-Party Production Vendors. If Client desires to use decorators or contractors other than SXSX's appointed decorator/sub-contractors, Client must advise SXSX in advance and submit the necessary certificates of insurance and a third-party production vendor form at least thirty (30) days prior to the Trade Show load in date. Client acknowledges that it must obtain permission in order for Client's submitted contractor/sub-contractor to operate.

18. Load In; Load Out. No Stand or portion thereof may be removed from the Trade Show Venue prior to close on the last day of the Trade Show. After that time, Client must remove its Stand contents and freight in the allotted load out time. If Client fails to do so, SXSX reserves the right to instruct the Trade Show decorator to dismantle and ship or store the same at Client's expense.

19. Stand Cancellations: Penalty. The cancellation of a Stand within 14 days prior to the first day of Trade Show load-in will result in a financial penalty of \$1,500.

20. Client Deliverables: Deadlines. Client acknowledges and agrees that all Client deliverables, as described below, must be sent by email or submitted via the Exhibitor Portal to be provided to Client by SXSX no later than January 11, 2019 or within five (5) days of full execution of this Agreement:

- a. Client's layout, design, and any other deliverables necessary to the production of the Stand.
- b. Client's proposed additional planned product or promotional giveaways, additional entertainment, hospitality, branding, decorations and/or signage.
- c. Client's logo as a vector EPS, desired Client name and a 75-word description for usage in listings and promotions.
 - i. Client acknowledges that time is of the essence for this obligation so that there will be sufficient time for proofing, production and distribution. Delinquent artwork submissions will require rush production and/or delivery. Failure to deliver the artwork does not relieve Client of its liability to pay in full.
 - ii. Client hereby grants to SXSX a non-exclusive, irrevocable license to use the name of Client and any logos and/or artwork provided by Client in all forms of advertising media, including but not limited to print, broadcast, and online media, in connection with the fulfillment of SXSX's obligations hereunder and the promotion and publicity of Client's official participation in SXSX.

21. Right of Refusal for Copy. All artwork, illustrations, copy, and text submitted by Client will be subject to SXSX and Trade Show Venue approval, approval of which shall not be unreasonably withheld, before production. SXSX reserves the right to reject or exclude copy that is defamatory, illegal, may cause a safety issue, or is otherwise offensive at SXSX's reasonable discretion, whether or not any such artwork, illustrations, copy, and text has previously been accepted and/or published by SXSX.

22. Final Approval. Client acknowledges and agrees that SXSX retains final approval on all design and production aspects of the Stand and the Trade Show, including without limitation the right to reassign, move, or relocate Stand. Client agrees that its activities not specified within and in conjunction with the Trade Show will be subject to the written pre-approval of SXSX, the Trade Show Venue, and relevant City of Austin authorities. Violation of any provision herein is subject to a fine assessed by

SXSW. Repeated violations may result in Client being prohibited from participation at future SXSW events.

Trade Show - Exhibitor Pass

Description. SXSW agrees to provide Trade Show exhibitor passes (the "Passes") pursuant to the attached Quote and the Terms and Conditions set forth in Exhibit B. Passes are intended solely for Trade Show stand workers, do not require names or photos, and may be transferred. Passes allow entry to the Trade Show (the "Show") only, during Show Hours, load in and load out hours, and for each Show day, one hour before Show opens and no more than 30 minutes after Show closes. Passes are not good for admission to any other SXSW event.

EXHIBIT B to the QUOTE: TERMS AND CONDITIONS
QUOTE # 234

1. **Incorporation of Quote, Exhibit A, and Supplemental Trademark License Terms.** The parties acknowledge and agree that the terms set forth on the Quote, corresponding Exhibit A to the Quote, and the Supplemental Trademark License Terms (defined below) are incorporated herein by reference and constitute the entire agreement ("Agreement") between the parties with respect to Client's participation in the 2019 South by Southwest ("SXSW") Conference and Festivals ("Event"). Capitalized terms herein will have the same meaning ascribed to them in the Quote, Exhibit A to the Quote, and Supplemental Trademark License Terms.
2. **Term.** This Agreement will commence as of the date of the last signature below and, unless earlier terminated as provided herein, will continue in effect until March 31, 2019 (the "Term"). If Client's Content Capture Plan (as defined below) is approved, the Content may be used by Client in accordance with this Agreement commencing as of the date of the last signature below or the date on which SXSW approves Client's Content Capture Plan (whichever date is later) and, unless earlier terminated as provided herein, will continue in effect until March 31, 2024 ("Content Term").
3. **Payment.** In consideration of the benefits set forth in the Quote, Exhibit A to the Quote and this Exhibit B to the Quote, Client agrees to pay SXSW the total fee listed in the Quote ("Fee"). Upon full-execution of the Agreement, SXSW will send Client an invoice for the Fee, and payment of the Fee will be due net 30 from Client's receipt of the invoice ("Payment Deadline"). Any amounts not received by the Payment Deadline will accrue interest at the rate set by the Texas Comptroller of Public Accounts in accordance with Texas Government Code, Chapter 2251. Failure to make timely payment does not relieve Client of its liability for payment in full of the Fee.
4. **Agency Liability.** If this Agreement is signed by an agency on behalf of Client ("Agency"), Agency represents and warrants to SXSW that it has the full power and authority to bind Client to all terms of this Agreement. Agency has no rights to the marketing assets provided herein, except on behalf of the Client. SXSW reserves the right to hold Client and Agency jointly and severally liable for all obligations under this Agreement, including monies that are due and payable to SXSW (including, without limitation, the Fee), as well as all costs, attorneys' fees and expenses incurred in the collection thereof.
5. **Default and Termination.** SXSW reserves the right to terminate this Agreement after advance notice and opportunity to cure as provided below, if Client fails to make timely payment of amounts due hereunder. Client and SXSW reserve the right to terminate this Agreement after advance notice and opportunity to cure as provided below if the other party materially breaches any term of this Agreement. Prior to or after the Event, the notice and cure period will be 72 hours; during the Event, the notice and cure period will be 24 hours. If SXSW exercises its right to terminate, Client remains liable to SXSW for all charges under this Agreement, including the Fee, and for all costs of collection, including all court costs and reasonable attorneys' fees, whether or not a suit is filed. Upon termination of this Agreement, all rights granted to Client under the Agreement, including any trademark rights, will immediately cease; provided, however, Client's trademark license to SXSW will survive the termination for any materials created by SXSW prior to the date of termination. Client acknowledges that failure to comply with this provision will result in immediate and irreparable harm to SXSW, entitling it to injunctive and any and all other appropriate relief.
6. **No Refund Policy.** SXSW will not issue refunds at any time, including, without limitation, arising out of Event cancellations or termination of the Agreement by either party.
7. **SXSW Marks.** SXSW is the owner of all right, title and interest in and to the trademarks SXSW and SOUTH BY SOUTHWEST (collectively, the "SXSW Word Marks"), and the SXSW logo to be provided by SXSW to Client ("SXSW Logo") (the SXSW Word Marks and SXSW Logo are collectively referred to as the "SXSW Marks"). SXSW hereby grants Client a non-transferable, limited, non-exclusive, royalty-free, revocable license ("License") to use, reproduce, and display the SXSW Marks during the Term solely as follows:
 - a. **SXSW Word Marks:** on up to nine (9) square feet of Client's onsite signage at the Event.
 - b. **Content Usage:** If Client's Content Capture Plan (as defined below) is approved by SXSW, the SXSW Word Marks may be used during the Content Term in the title, file, name, and/or other identifiers of the Content (as defined below) and the SXSW Logo only to the extent it appears in the actual Content footage (without being inserted through editing or other means).
 - c. **Social Media Images:** SXSW will provide Client with approved social media images to promote Client's official participation in the Event. Notwithstanding this Paragraph 7, Client is not required to seek pre-approval from SXSW prior to displaying the social media images.
 - d. Client's use of the SXSW Marks as set forth in this section are collectively referred herein to the "Licensed Activities." All use of the SXSW Marks by Client must be approved by SXSW in writing prior to use, and Client will promptly comply with any instructions provided by SXSW regarding Client's use of the SXSW Marks to ensure that the Licensed Activities are of a level of quality required by SXSW. All use of the SXSW Marks by Client will inure to the exclusive benefit of SXSW. All rights not licensed herein are explicitly reserved by SXSW. Client further agrees to strictly comply with the terms of the Supplemental Trademark License Terms set forth here <https://www.sxsw.com/supplemental-trademark-license-terms/> ("Supplemental Trademark License Terms").
8. **Production Plan.** To facilitate planning and coordination of the Event, Client will provide SXSW with Client's production information, including, without limitation, its site plan, queueing diagram, schedule of production, security plan, exterior signage, and contractors on or before February 1, 2019.
9. **Media Coverage.** SXSW encourages news coverage of all official SXSW events, by granting media credentials to accredited media outlets to conduct photo and video coverage, subject to SXSW's photo and video policies posted on SXSW's

website. Client acknowledges and agrees that SXSW may, at its sole discretion, photograph Client's activities and promotions at the Event, and may exhibit the photographs in any and all official SXSW promotional materials. Client agrees it will obtain the necessary permissions and releases for SXSW's use of such photographs in official SXSW promotional materials if requested by SXSW, and hereby grants SXSW a perpetual, worldwide, royalty-free license in any copyright, trademark, trade secret, right of personality or publicity, likeness and other proprietary rights associated with any and all parts of photographs taken of Client's activities to use or otherwise display such photographs for the purpose of promoting Client, the Event, and SXSW.

10. **Third-Party Sponsors.** Client will not incorporate the promotion of brands (other than Client's) in the Event or Licensed Activities (each a "Third-Party Sponsor") without the prior written approval of SXSW. SXSW will not approve any Third-Party Sponsor that conflicts with a category exclusive sponsor, or a Major or Super sponsor of the Event (as defined on www.sxsw.com, collectively "Major or Super Sponsors") or alcohol companies due to laws prohibiting them from sponsoring events in licensed venues in Texas. Each approved Third-Party Sponsor that is not already participating with SXSW will be required to place a marketing buy directly with SXSW. All Third-Party Sponsors must sign a license agreement with SXSW before using the SXSW Marks.

11. **Outside Promotions.** Client agrees that from the seven (7) days prior to and following the Event, Client and its Affiliates (defined below) will not, without SXSW's prior written consent (which consent may be granted, delayed, or withheld in SXSW's sole discretion), produce, promote, market, endorse, participate in, record or sponsor any show, party or event in Austin, Texas, that is not an official SXSW event and promotes or features: (i) the education, startup, sustainability, film, gaming, comedy, interactive media or music industries or any member or product thereof; (ii) products, services or companies which are in competition with a category exclusive sponsor or a Major or Super Sponsor of a SXSW event; or (iii) performer(s), presenter(s), films, or new media technology that are not also featured at an official SXSW event. For purposes of this Agreement, "Affiliate" means any entity which directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Client.

12. **Content Capture; Recording.** If Client wishes to record, stream, photograph or otherwise reproduce or distribute any audio, video or images of Client's participation in the Event, Client must submit a request via the following link: <https://form.jotform.com/sxsw/contentcapture> by **February 15, 2019** to request approval of Client's content capture plans, including, without limitation, the production plans and end usage of the content ("Content Capture Plan"). Client will not record, reproduce, or transmit any portion of the Event without first clearing the Content Capture Plan with SXSW. SXSW reserves the right to reasonably reject any part of the Content Capture Plan. If Client's Content Capture Plan is approved by SXSW, Client agrees as follows:

a. Client may make content recorded at Client's participation in the Event ("Content") available on Client's wholly-owned website and social media channels as long as the Content is non-sponsored, non-monetized, and captured for on-demand use-only (not live streamed) and the SXSW Marks are used in compliance with Paragraph 7 above. Any additional rights or other use of the Content may only be granted with SXSW's advance written consent or, when applicable, pursuant to a separate written agreement executed by Client and SXSW, on terms mutually agreeable to both parties.

b. Client will be solely responsible for procuring and paying for all necessary rights, licenses, and/or clearances in connection with any content captured and Client's use of any content captured. Client will indemnify, defend, and hold harmless SXSW for Client's breach of the obligations in this Section.

c. Client will not use an overhead jib or boom in its recording production. SXSW reserves the right to reasonably reject any part or all of a recording production plan.

13. **Marketing Coordination.** In order to maximize the impact of Event-related announcements, Client agrees to coordinate its Event marketing efforts with SXSW and to disclose its media buys (collectively, "Marketing Activities"). SXSW reserves the right to require reasonable changes to Client's Marketing Activities if they violate SXSW's trademark rights and/or the Marketing Activities undermine SXSW's own marketing plans.

14. **Signage.** SXSW reserves the right to hang one (1) SXSW banner (including SXSW sponsor logos) in Event venues behind the stage, if there is a stage, and in a prominent location if there is no stage. Client must not remove, relocate, alter or obscure any SXSW banner(s) for any reason and must rectify any changes to the SXSW banner immediately following notice by SXSW. No other logos, banners, or displays will be placed on, around, in front of, or at the back of any stage platform(s) without prior approval of SXSW.

15. **Permits.** SXSW agrees to assist Client in obtaining permits when feasible, but Client will solely be responsible for obtaining any necessary permits from the local and state municipalities within the City of Austin and State of Texas where required for its participation in the Event. Client's failure to obtain such permits is grounds for termination of this Agreement by SXSW after SXSW provides Client with advance written notice and opportunity to cure.

16. **Reservation of Rights.** SXSW retains final approval relating to any and all aspects of the Event and may exercise such rights at its sole discretion, which approval will not be unreasonably withheld.

17. **No Limitation on Purchases.** Notwithstanding anything to the contrary, nothing in this Agreement will prevent, deter, hinder or restrict in any way the rights of SXSW and any third party engaged by SXSW, including, without limitation, SXSW's concessionaires and retailers ("SXSW Retailers"), from purchasing any brand, brands of products, or services, or to require SXSW or SXSW Retailers to purchase any subscriptions or products from Client.

18. **No Transfer.** Except as permitted under this Agreement, Client may not sell, resell, lease, rent, trade, auction or otherwise transfer to any third party any of the advertising, marketing, or promotional assets provided hereunder, including, without limitation, advertising rights or space, logo placement, website exposure, or Event registrations.

19. **Vehicle Marketing.** Client will not engage in outdoor vehicle marketing campaigns, including, without limitation, moving billboards and product distributions, within the downtown Austin area during the Term, without SXSW's advance written consent.

20. **SXSW Sponsor Product & Hospitality.** Client acknowledges and agrees that, upon Client's timely request and subject to availability, Major and Super Sponsors of the Event, and any SXSW category exclusive sponsors may provide goods, hospitality and/or host integrated marketing activations at any SXSW 2019 party, lounge, event, or activation produced by SXSW.

21. **Representations and Warranties.**

a. Each party represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the provisions thereof; (ii) the person executing this Agreement on behalf of such party is authorized to do so; and (iii) the execution, delivery and performance of this Agreement by such party does not violate any agreement, to which it is a party, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b. Each party further represents and that: (i) it has full and lawful authority to use all images and text included in all materials submitted to the other party, including, without limitation, all trademarks and trade names, service marks, brands and logos and any copyrighted materials; and (ii) that the content of the materials submitted to the other party does not violate the legal rights of any third party, and that the publication of the materials will not give rise to any legal claim or liability of any type, including, without limitation, copyright or trademark violations, defamation, invasion of privacy, breach of contract, deceptive advertising or any other grounds. The approval, acceptance or publishing of any submitted materials by the receiving party does not waive or impair the foregoing representations and warranties. Notwithstanding the foregoing, SXSW expressly makes no representation or warranty that Client's use of the SXSW Marks (i) outside of the United States (aside from use on Client's website to promote its participation in SXSW 2019); or (ii) in any manner other than in strict compliance with the terms of this Agreement will not violate the intellectual property rights of any third party.

c. SXSW makes no representations or warranties with respect to demographic nature and/or volume of Event attendees.

d. Client represents and warrants that any personal information ("Personal Information") collected, accessed, used, stored, disposed of, and/or disclosed by Client in the course of its activities hereunder will be handled in compliance with all applicable federal, state, and international privacy and data protection laws, as well as applicable regulations and directives, and that Client's safeguards protecting such Personal Information are no less rigorous than accepted industry practices.

22. **Indemnification.** Except to the extent caused by the negligence or willful misconduct of SXSW, Client shall indemnify, defend and hold harmless SXSW and its successors, assigns, parents and subsidiaries, and the officers, directors and employees of each of them, from and against any and all third-party claims, losses, actions, damages, expenses and all other liabilities, including, without limitation, costs and reasonable outside attorneys' fees (collectively, "Claims") arising out of or in connection with (i) any acts or omissions of Client or any of its agents, assigns, contractors or their employees associated with the rights granted herein or the performance by Client hereunder, including, without limitation, any ads provided by Client and published by SXSW on behalf of Client, (ii) breach of any warranty or representation made by Client hereunder, or (iii) Client's material breach of this Agreement.

23. **Limitation of Liability.** EXCEPT WITH RESPECT TO EACH PARTY'S INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS HEREUNDER OR INFRINGEMENT UPON THE TRADEMARK(S) OF A PARTY OR VIOLATION OF ANY TRADEMARK LICENSE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR SIMILAR DAMAGES. WHETHER BASED ON CONTRACT, TORT, WARRANTY, OR OTHER LEGAL OR EQUITABLE GROUNDS, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS OR OTHER PECUNIARY LOSS, ARISING OUT OF THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

24. **Confidentiality/Public Information.** The terms of this Agreement shall not be disclosed to any other person or entity, except to the extent required by law (including, but not limited to the Texas Public Information Act, Texas Government Code, Chapter 552) or court order or by the rules and regulations or directive of any regulatory agency or authority or as necessary to effectuate the terms of this Agreement or for accounting or tax purposes.

25. **Force Majeure.** Neither party will be liable for any failure or delay in performance under this Agreement, to the extent such failures or delays are due to causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, acts of God, weather, earthquakes, hurricanes, floods, disease or other natural disasters, pandemics, wars, riots, insurrections, acts or threats of terrorism, and/or any other cause beyond the reasonable control of the party whose performance is affected ("Force Majeure Event"). Any delay or failure of a party to perform due to a Force Majeure Event shall not excuse the Client from its payment obligations hereunder.

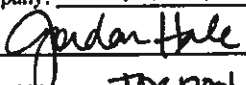
26. **Compliance with Laws & City of Austin Regulations.** Client acknowledges that local, state and federal entities have rules and regulations that may impact Client's activities and promotions during the Event. Client will ensure that its activities under this Agreement comply with all federal, state and local laws, ordinances, codes, rules, regulations or orders, including, without limitation, compliance with the Americans With Disabilities Act of 1990, as amended, City of Austin special event ordinances, limitations on video and light projections, signage rules, building code regulations, capacity rules, age restrictions, and Texas Alcoholic Beverage Commission requirements. Additionally, Client acknowledges that SXSW meets with the City of Austin to understand the City's requirements for safety and security best practices. SXSW reserves the right to coordinate with Client about the City's safety and security requirements for Client's participation in the Event. Client will promptly take corrective action as SXSW may reasonably require in order to maintain and/or conform to the City's safety and security requirements, and Client agrees to cover any costs associated with such corrective actions. Costs may include, without limitation, lane closures, barricades, or other resources deemed necessary by the City of Austin.

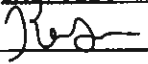
27. **Governing Law; Venue.** This Agreement is governed by the laws of the State of Texas, without regard to its principles of conflicts of laws. The parties hereby irrevocably submit to the exclusive jurisdiction of the United States federal and state courts located in Travis County, Texas and agree that any such court will be proper forum for the determination of any dispute arising hereunder.

28. **Notices.** Any notices required under the Agreement will be sent to the addresses identified on the Quote.

29. **General Provisions.** Nothing in this Agreement establishes an agency, partnership or joint venture between the parties, or relationship of employer or employee, between the parties (or between either party and the other party's personnel), and this Agreement does not authorize either party to make or enter into any commitments for on behalf of the other party. This Agreement may only be amended or modified by a written agreement executed by both parties expressly stating that it is amending this Agreement. The failure of either party to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any election contained herein will not be construed as a waiver or relinquishment for the future of such provision or election. In the event that any term or provision of this Agreement will be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other term or provision hereof (which will remain in effect), and the parties agree thereafter to use their best efforts to substitute a provision of similar economic intent and effect. The obligations set forth herein relating to indemnification, limitations of liability, governing law and venue, ownership of trademarks, confidentiality, and outside promotions by Client will survive the expiration or earlier termination of this Agreement. This Agreement is not assignable by either party without the prior written consent of the other party. Headings are included for convenience only and will not be used to construe this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed will have the full force and legal effect as an original. The language of this Agreement will be construed simply and according to its fair meaning, and will not be construed for or against any party as a result of the source of draftsmanship.

AGREED AND ACCEPTED:

Company: OFFICE OF THE GOVERNOR
By: 
Printed Name: JORDAN HALE
Title: DEPUTY CHIEF OF STAFF
Date: 10/19/18

Company: SXSW, LLC
By: 
Printed Name: Kathryn Howe
Title: Senior Business Development Manager
Date: 10/19/2018

**EXHIBIT C - OOG STANDARD TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES
PURCHASE ORDER ("CONTRACT").**

PAYMENT. SXSU ("Contractor") shall submit invoices to op@gov.texas.gov or mail to Client "Office of the Governor (OOG)", P.O. Box 12878, Austin, Texas 78711. Invoice must include OOG purchase order number. OOG will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services or receipt of a correct invoice, whichever is later. Payments will be made in accordance with Chapter 2251, Government Code.

CONFLICTS OF INTEREST; DISCLOSURE OF CONFLICTS; DISCLOSURE OF INTERESTED PARTIES. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to the OOG under any contract resulting from this bid, and that Contractor's provision of the requested goods or services will not reasonably create an appearance of impropriety. Contractor has a continual and ongoing obligation to immediately notify OOG in writing, upon discovery of any actual or potential conflict. The parties acknowledge and agree that Contractor's sale of goods and/or services to third-parties in connection with the 2019 South by Southwest Conference and Festivals does not constitute a conflict of interest.

Buy Texas. If Contractor is authorized to make purchases on behalf of OOG under this Contract, it certifies that it will buy Texas products, services and materials when available at a comparable price and in a comparable period of time. Notwithstanding the foregoing, Contractor is not authorized to make purchases on behalf of OOG.

Iran, Sudan or Foreign Terrorist Organization. Grantee certifies that it: (i) is not a "Listed Company," as identified by the Texas Comptroller of Public Accounts or the Texas Pension Review Board; (ii) is not engaged in "scrutinized business operations" as defined by Tex. Gov't Code, § 806.002 or 807.002; and (iii) does not have contracts with or provide supplies or services to a "foreign terrorist organization" as defined by Tex. Gov't Code, §2252.151(2).

Israel. Contractor verifies that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract.

Gift to Public Servant. Contractor warrants that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this bid or award of this Contract.

Debt to State. Contractor acknowledges and agrees that, to the extent Contractor owes any debt (delinquent taxes, or other obligation) to the State of Texas, any payments Contractor is owed under this Contract may be applied to pay those amounts owed by Contractor.

Prohibited Bids and Contracts. Contractor certifies, under Section 2155.004, Government Code, that it is not ineligible to receive this Contract.

Former Executive Head, State Officer and Employees of the Agency. OOG certifies this Contract is compliant, and will remain in compliance during the Contract term, with Section 669.003 (Contracting with Executive Head of State Agency), Section 2252.901 (Contracts with Former or Retired Agency Employees) and Section 572.069 (If Applicable, Prohibiting Employment within two years of Former State Officer or Employee who participated in procurement of goods or services), Texas Government Code.

Certification of Good Standing; Delinquent Taxes. Contractor certifies that it is in good standing under the laws of the State in which it was formed or organized, and if requested, will provide OOG with documentation. Contractor certifies that it owes no delinquent taxes to any taxing unit of this State at the start date of this Contract. Contractor agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and related state or federal governmental bodies related to Contractor's right to conduct its business in Texas during the term of any contract resulting from this bid.

U.S. Department of Homeland Security's E-Verify System. Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of: All persons employed to perform duties within Texas, during the term of the Contract; and All persons including subcontractors, assigned by Contractor to perform work specifically for OOG pursuant to the Contract, within the United States of America. If this certification is knowingly and falsely made, the Contract may be terminated after notice and a reasonable opportunity to cure. If Contractor fails to cure then this Contract may be terminated at the discretion of the OOG and at no fault to the OOG.

Hurricane Relief. OOG is prohibited from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004, Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053, Government Code, Contractor certifies that it is not ineligible from entering into this Contract.

Antitrust and Assignment of Claims. Neither the Contractor nor the firm, corporation, partnership, or institution represented by the Contractor, or anyone acting for such firm, corporation or institution has knowingly violated the antitrust laws of this State under Chapter 15, Bus. & Commerce Code, or the Federal Antitrust Laws nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Contractor understands that the OOG will adhere to the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, and Contractor certifies that it and its principals are eligible to participate in this Contract and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity; that it is in compliance with Texas statutes and rules relating to procurement; and that it is not listed on the federal government's terrorism watch list.

STATE FUNDING. Contractor agrees that nothing in this Contract will be interpreted to create an obligation or liability of OOG in excess of the funds delineated in this Contract.

INFORMAL MEETINGS AND DISPUTE RESOLUTION. The parties' representatives will meet as needed to implement the terms of this Contract and will make a good faith attempt to informally resolve any disputes. If Chapter 2260, Government Code is applicable, it shall be used as the sole and exclusive process to resolve any claim for breach of this Contract made by

Contractor. Neither the execution of this Contract nor any other conduct of or statements by OOG relating to this Contract shall be considered a waiver of sovereign immunity.

APPLICABLE LAW AND VENUE. This Contract is made and entered into in the State of Texas. This Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any Contractor-initiated action, suit or litigation arising out of or in any way relating to this Contract shall be exclusively in the Travis County District Court or the United States District Court, Western District of Texas - Austin Division. Venue for any OOG-initiated action, suit or litigation arising out of or in any way relating to this Contract may be in a Texas state district court or a United States District Court in Texas selected by OOG in its sole discretion. Contractor hereby irrevocably and unconditionally consents to the jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending any such litigation. Contractor hereby waives and agrees not to assert as a defense, or otherwise, in any suit, action or proceeding, any claim that the Contractor is not subject to the jurisdiction of the above named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is otherwise improper.

TEXAS PUBLIC INFORMATION ACT. Contractor agrees the State, OOG, and this Contract are subject to the Texas Public Information Act, Chapter 552, Government Code (the "PIA"). Contractor agrees all information created or exchanged in connection with this Contract is subject to the PIA. Contractor agrees that relevant, non-privileged information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to OOG or State. Contractor will cooperate with OOG in the production of relevant, non-privileged documents or information responsive to a request for information. Information provided by Contractor in connection with this Contract that Contractor considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to OOG. Contractor will notify OOG within twenty-four hours of receipt of any third party requests for information that was provided to the Contractor by the OOG or the State.

RECORDS RETENTION; ACCOUNTING RECORDS; ACCESS; AUDITS. Pursuant to Section 2262.154, Government Code, the State Auditor's Office may conduct an audit or investigation of Contractor or any other entity or person receiving funds from OOG directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by Contractor or any other entity or person directly under this Contract or indirectly through a subcontract under this Contract is acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with only those funds directly associated with the Contract. Contractor or other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to only relevant to the investigation or audit. Contractor further agrees to cooperate fully with the State Auditor's Office. Contractor shall ensure that this requirement concerning the authority to audit funds received indirectly by subcontractors from Contractor and the requirement to cooperate with an audit is included in any subcontract Contractor awards.

INDEMNIFICATION AND HOLD HARMLESS. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE OOG, THE STATE OF TEXAS AND ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR

DESIGNEES FROM ANY AND ALL THIRD-PARTY LIABILITY, ACTIONS, CLAIMS, DAMAGES, DEMANDS OR SUITS, WHATSOEVER, FOR ANY INJURIES, DAMAGES SUSTAINED BY ANY PERSON OR PROPERTY, COSTS, OR CLAIMS, INCLUDING ANY CLAIMS INVOLVING INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS, IN CONNECTION WITH CONTRACTOR'S ACTS OR OMISSIONS RELATED TO CONTRACTOR'S SERVICES UNDER THIS CONTRACT. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF LITIGATION DEFENSE INCLUDING REASONABLE OUTSIDE ATTORNEYS' FEES AND EXPENSES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH OOG AND THE OFFICE OF THE ATTORNEY GENERAL; CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OOG AND THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR SHALL FURNISH TIMELY WRITTEN NOTICE TO THE OOG OF ANY CLAIM.

FALSE STATEMENTS; BREACH OF REPRESENTATIONS. If Contractor signs this exhibit with an intentionally false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this bid, Contractor shall be in default under this Contract. The OOG may terminate this Contract for cause and pursue other remedies available to OOG under this Contract and applicable law.

LIMITATIONS. The Contractor is aware that there are constitutional and statutory limitations on the authority of OOG, as a government agency of the State of Texas, to enter into certain terms and conditions that may be included as a part of the Contract, including, but not limited to: (i) any terms purporting to grant a security interest in or placing a lien on state government property; (ii) requiring OOG to indemnify Contractor or any third party; (iii) releasing, waiving, or limiting Contractor or any entity or person from its legal liability for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law; (iv) requiring OOG to disclaim or waive limitations of liability for damages, or provide any other waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; (v) requiring OOG to agree to limitations periods to bring legal action; (vi) granting control of any litigation or settlement to another party; (vii) requiring payment of attorneys' fees; (viii) permitting unilateral modification of the Agreement by Contractor; (ix) renewing or extending the initial Contract term or automatically continuing or renewing the original Contract term; (x) requiring OOG to maintain insurance either for OOG or Contractor's benefit or otherwise providing liability for the payment of any damages in types or amounts other than as authorized by Texas Civil Practices and Remedies Code, Chapter 101; (xi) Requiring OOG to submit to arbitration or any dispute resolution process other than as authorized by Texas Government Code, Chapter 2260; (xii) Requiring OOG to pay invoices or incur late payment penalties or interest in a manner other than as authorized by Texas Government Code, Chapter 2251; and (xiii) Requiring OOG to maintain the confidentiality of information in a manner other than as authorized by Texas Government Code, Chapter 552 (collectively, the "Limitations"). Any agreement terms and conditions requiring the Limitations will not be binding on OOG except to the extent authorized by the laws and Constitution of the State of Texas.

ENTIRE AGREEMENT. This Contract and any identified attachments constitute the entire agreement of the parties. Any change must be agreed to, be in writing, and signed by OOG.