

AMENDED AND RESTATED DISNEY INSTITUTE PROGRAM AGREEMENT
DATED AS OF MARCH 27, 2019
BETWEEN
TEXAS A&M UNIVERSITY
AND
DISNEY BUSINESS PRODUCTIONS, LLC d/b/a DISNEY INSTITUTE

THIS AMENDED AND RESTATED DISNEY INSTITUTE PROGRAM AGREEMENT is dated as of March 27, 2019 (this "**Agreement**") between DISNEY BUSINESS PRODUCTIONS, LLC d/b/a DISNEY INSTITUTE ("**we**," "**us**" or "**our**") and TEXAS A&M UNIVERSITY, a member of The Texas A&M University System, an agency of the State of Texas ("**you**" or "**your**"). For the purposes of this Agreement, "**Disney Companies**" means us and our parent, subsidiary and other affiliated or related entities.

The parties hereto entered into the Disney Institute Program Agreement dated as of February 25, 2019 (the "**Prior Agreement**"), whereby we agreed to present to you certain Disney Institute Program(s) in College State, Texas on or before May 31, 2019. The parties desire to amend and restate the Prior Agreement in its entirety. Upon the effectiveness of this Agreement, the Prior Agreement shall be amended and restated in its entirety and be of no further force and effect, and shall be superseded and replaced in its entirety by this Agreement.

This Agreement sets forth the terms under which we will provide *Disney Institute* programs that you have requested.

The parties therefore agree as follows:

1. General Information

<p><u>YOUR CONTACT INFORMATION:</u> REPRESENTATIVES NAME: Kelley Ervin TITLE: Manager for HR & Payroll ORGANIZATION: Texas A & M University ADDRESS: 1250 TAMU College Station, Texas 77843 PHONE: (979) 847-8893 EMAIL: Kelleyervin@tamu.edu</p>	<p><u>OUR CONTACT INFORMATION:</u> REPRESENTATIVES NAME: Jeri Butler TITLE: Account Manager ORGANIZATION: Disney Institute ADDRESS: See the attached Payment Schedule PHONE (407) 566-6699 EMAIL: Jeri.L.Butler@disney.com GMR#: G0777912</p>
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2. Program(s)

2.1 **Places/Dates/Times.** We will present the *Disney Institute* Program(s) described on Exhibit A (each, a "**Program**") at the place(s), date(s) and time(s) shown on Exhibit A. If (as indicated on Exhibit A) we do not own and operate the place for any Program, you will, at your sole cost and expense, (i) arrange for and provide suitable facilities for presentation of the Program at that place; and (ii) ensure that those facilities are available at least one hour in advance for (A) setup of a laptop (provided by us) for our facilitator(s), (B) distribution of our Program materials (if applicable), and (C) an audiovisual check. You must also confirm with us and inform your Program attendees of any minimum age or other requirements for each Program (generally, no one under 16 years old may participate in any *Disney Institute* program).

2.2 **Number of Facilitators; Logistics.** The number of our facilitators who will present each Program is shown on Exhibit A. Program facilitators are subject to change by us. One of our facilitators will contact you before each Program to confirm logistics.

2.3 **Content.** The content and all other aspects of each Program will be as shown on Exhibit A.

2.4 **Private Event.** Programs are private events for your employees, members and (with our approval) selected other guests. Others may not attend any Program without our prior approval. Accordingly, admission to each Program may not be promoted, advertised, sold or made available to the general public. We may have an observer attend any Program.

2.5 **Number of Participants.** The estimated number of participants who will attend each Program is shown on Exhibit A. You must provide us with a revised estimate of this number at least 30 business days before each Program and confirm to us the number of Program participants at least 10 business days beforehand. Absent confirmation, the confirmed

number of participants for each Program will be the estimated number of participants for that Program last provided to us in writing. The minimum and maximum numbers of Program participants are also shown on Exhibit A.

3. **Fees; Certain Other Requirements.** In consideration for us to present the Program(s), you will pay us our fee(s) shown on Exhibit B, plus any applicable sales or other taxes, as provided under the Payment Schedule. If our fee for any Program is based on the number of participants, you will have one of your representatives present to verify our attendance count and you will pay us for the confirmed or actual number of participants for the Program, whichever is greater. Our attendance count at each Program will be conclusively deemed correct (subject to any discrepancy your representative informs us of at that time). Program fees may not include charges for certain audiovisual, transportation and other requirements, as described on Exhibit B. You will fulfill these requirements and all other requirements for the Program(s) not provided by us in accordance with Exhibit B, at your sole cost and expense. The standard minimum audiovisual requirements for DI Activities please refer to the following URL address: <https://www.disneyinstitute.com/documents/Documents/DisneyInstituteAVRequirements.pdf> (the "**Minimum Audiovisual Equipment**"). In addition, our fee for each Program does not include the costs for any meals or other food and beverage that you may provide Program participants. If you provide any meals or other food and beverage for Program participants during any Program or immediately before or after it, you will provide and pay for those same meals and other food and beverage for our representative(s) for that Program. You will keep the fees and other monetary terms of this Agreement confidential.

4. **Cancellation of Programs**

4.1 **Cancellation Right.** You may cancel any Program, without liability, provided that you give us written notice of cancellation at least 180 days before the start of that Program (whereupon we will refund you any amounts you paid us for the canceled Program that we do not apply toward any other amounts you owe). Notwithstanding the foregoing, however, you may not cancel without liability any Programs for which there is a single lump-sum fee (and which are not separately priced) unless you simultaneously cancel all of the Programs covered by that single lump-sum fee and we receive your written cancellation notice at least 180 days before the start of such Programs. *By way of illustration only, if the parties were to agree pursuant hereto for us to conduct a 2½-Day Program, a 3-Day Program and a 4-Day Program for a single lump-sum fee (and none of those Programs were separately priced), then you would be permitted pursuant hereto to cancel without liability all of those Programs provided we receive your written cancellation notice at least 180 days before the start of those Programs. You would not, however, be permitted pursuant hereto to cancel without liability some but not all of those Programs covered by that single lump-sum fee (e.g., you would not be permitted pursuant hereto to cancel without liability the 3-Day Program without also simultaneously canceling the 2½-Day Program and the 4-Day Program).*

4.2 **Cancellation.** You may not cancel any Program without liability, except (i) as provided above under the "Cancellation of Programs – Cancellation Right" Section of this Agreement; and (ii) due to Force Majeure (as defined below). If you otherwise cancel any Program, we would incur significant damages from costs incurred preparing for the Program and from our lost Program revenue, but the actual amount cannot be readily determined at this time.

4.2.1 **Cancellation of Separately Priced Programs.** If you cancel any Program that is separately priced (as shown under Exhibit B), then, except in the case of cancellation as provided above under the "Cancellation of Programs – Cancellation Right" Section of this Agreement or cancellation due to Force Majeure, you will pay us, when you cancel that Program, a cancellation fee (as liquidated damages and not as a penalty) equal to 80% of our fee to present that Program (as shown under Exhibit B), plus any applicable taxes. The parties agree that this cancellation fee represents a reasonable method to compensate us for our damages due to your cancellation.

4.2.2 **Cancellation of Programs Covered by a Single Lump-Sum Fee.** If you cancel multiple Programs covered by a single lump-sum fee (as shown under Exhibit B), then, except in the case of cancellation as provided under the "Cancellation of Programs – Cancellation Right" Section of this Agreement or cancellation due to Force Majeure, you will pay us, when you cancel those Programs, a cancellation fee (as liquidated damages and not as a penalty) equal to 80% of that single lump-sum fee, plus any applicable taxes. The parties agree that this cancellation fee represents a reasonable method to compensate us for our damages due to your cancellation. *By way of illustration only, if the parties were to agree pursuant hereto for us to conduct a 2½-Day Program, a 3-Day Program and a 4-Day Program for a single lump-sum fee of \$100,000.00, and you were to cancel all of those Programs less than 180 days before the start of those Programs, you would be required to pay us, when you cancel those Programs, a cancellation fee (as liquidated damages and not as a penalty) equal to \$80,000.00 (which represents 80% of that single lump-sum fee), plus any applicable taxes.*

4.2.3 **Cancellation of Programs Not Separately Priced.** You acknowledge that we have agreed and/or may hereafter agree to charge you a single lump-sum fee for certain Programs (instead of separately pricing them) based on your agreement to hold all of those Programs covered by that single lump-sum fee (or, in any case, not to cancel any of the Programs covered by a single lump-sum fee without also canceling the other Programs covered by that single lump-sum fee).

If you nevertheless cancel some but not all of the Programs covered by any single lump-sum fee, you will remain liable to pay us that entire lump-sum fee for such Programs to the same extent as if none of the Programs covered by that single lump-sum fee had been canceled; provided, however, that, in mitigation of our damages from your cancellation, that single lump-sum fee will be reduced by an amount equal to the Applicable Per Day Amount (as defined below) for each full day of Programs covered by that single lump-sum fee that were canceled (that is, for each day on which no Programs covered by that single lump-sum fee are presented due to your cancellation). No other reduction will be made in the single lump-sum fee for any Programs due to your cancellation of some but not all of the Programs covered by that single lump-sum fee. For the purposes hereof, the "**Applicable Per Day Amount**" for any Programs covered by any single lump-sum fee will be an amount equal to (i) 20% of that single lump-sum fee, divided by (ii) the total number of days on which the Programs covered by that single lump-sum fee were to have been presented before any of those Programs were canceled. The parties agree that the reduced fee due to your cancellation of some but not all of the Programs covered by any single lump-sum fee represents a reasonable method to compensate us for those Programs actually conducted and those canceled. *By way of illustration only, if the parties were to agree pursuant hereto for us to conduct a 2½-Day Program, a 3-Day Program and a 4-Day Program for a single lump-sum fee of \$100,000.00, and you were to cancel the 2½-Day Program but not any of the other Programs covered by that single lump-sum fee, you would remain liable to pay us that entire lump-sum fee to the same extent as if none of those Programs had been canceled, except that such single lump-sum fee would be reduced from \$100,000.00 to \$94,736.84. This represents a reduction of \$5,263.16 (i.e., \$2,105.26 per day for the 2½ days of Programs canceled). The Applicable Per Day Amount under this illustration of \$2,105.26 per day was determined as follows: $[(20\% \times \$100,000.00) / (2\frac{1}{2} \text{ days} + 3 \text{ days} + 4 \text{ days}) = \$20,000.00 / 9\frac{1}{2} \text{ days} = \$2,105.26 / \text{day}]$.*

4.3 **Cancellation if Program Dates are Not Specified.** If the date(s) for any Program is (are) not specified under Exhibit A, then, for the purposes hereof, if you fail to establish the date(s) for that Program when required under Exhibit A (or, absent any such requirement, at least 180 days before the date by which that Program is required to be presented under Exhibit A), you will be deemed to have canceled that Program (to the same extent as if the date for that Program had been specified under Exhibit A and you had canceled that Program).

4.4 **Attendance Based Fees.** If our fee for any Program is based on attendance, your payment amount (in the case of cancellation) will be based on the estimated number of participants for that Program.

4.5 **Reduction For Deposits.** Our fee for any canceled Program will be reduced by any amount you advanced us for the canceled Program (and we will refund you any excess we do not apply toward any other amounts you owe).


5. **Ownership.** All right, title and interest in and to any Disney Materials (as defined below) will at all times remain vested in us and/or the other Disney Companies. Neither you nor your participants may, at any time, use any Disney Materials for your own or your participants' own commercial purpose (including, without limitation, to make any derivative works, whether for new programs or services or otherwise); copy, distribute or otherwise disclose to any individual or entity whatsoever any of the Disney Materials or any contents thereof (except as otherwise expressly provided in those Disney Materials); or videotape or otherwise record any portion of any Disney Materials in audio, video, digital or any other format. You agree that any ideas, concepts, business proposals, input, suggestions or other information or material as to your business or that you or your participants provide us in connection with any Program (including, without limitation, all feedback and comments) will be deemed non-confidential and non-proprietary and may be used or disclosed by us or any of the other Disney Companies without liability or compensation to you or any persons attending any Program. For the purposes hereof, "**Disney Materials**" means the Program(s) and any other written or oral presentation we make to you (including, without limitation, any PowerPoint or similar slides, deliverables or other materials we present to or produce for you) in connection with any Program(s).

6. **English Language.** The Program(s) and all of our materials for the Program(s) will be in English. If you want to have an interpreter simultaneously translate any Program into another language, you may do so, at your sole cost and expense, after first notifying us of your arrangements. In addition, if you need our Program materials (i.e., presentation slides or workbooks) translated into another language, you will need to contact us about pricing and the time required for us to engage a vendor and deliver our translated materials to you before that Program.

7. **Entire Agreement.** This Agreement, including the attached Additional Terms and exhibits (which are an integral part of, and will be deemed incorporated into, this Agreement to the same extent as if set forth in full in the body hereof), constitutes the entire agreement, and supersedes any and all prior or contemporaneous communications, representations or agreements, whether written or oral, express or implied, between us and you as to the subject matter of this Agreement. This Agreement may be signed in multiple counterparts and delivery of facsimile transmission or electronic mail copies of signed counterparts will be deemed valid and effective for all purposes.

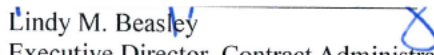
IN WITNESS WHEREOF, the parties hereto have signed and delivered this Agreement effective as of the date first written above.

**DISNEY BUSINESS PRODUCTIONS, LLC
D/B/A DISNEY INSTITUTE**

By: 
Roderick T. Morss
Sr. Manager, Business Integration

Date: 4/2/2019

TEXAS A & M UNIVERSITY

By: 
Lindy M. Beasley
Executive Director, Contract Administration

Date: 4/2/19

ADDITIONAL TERMS

1. Use of Disney Materials. All materials as to any Program or that refer to or depict any Disney Resort, as defined below (or any part thereof), or any design, logo, trademark, copyrighted work or symbol of ours or any other Disney Company may not be used by you or allowed to be used by you without our prior written approval, which we may withhold in our sole discretion. Except for any materials that we approve in writing or that have been approved under another written agreement by us or any other Disney Company (including, without limitation, Marvel Enterprises, Inc.), you will acquire no right under this Agreement to use and will not use (or allow the use of) the name "Disney Institute" or "Disney" (in each case either alone or in conjunction with or as part of any other word or name), any picture of any Disney Resort or any part thereof, or any fanciful characters, designs, logos, trademarks, tradenames, copyrighted works or symbols of us or any other Disney Company (including, without limitation, Marvel Enterprises, Inc.) (i) in any of your advertising, publicity or promotions; (ii) to express or imply any endorsement by us or any other Disney Company of your products or services; or (iii) in any other manner whatsoever (whether or not similar to the foregoing). If you fail to strictly comply with the provisions of this paragraph, the Disney Companies will suffer irreparable harm and injury and, accordingly, you agree that this failure will be a material breach that will entitle us to terminate this Agreement (effective upon our delivery to you of written notice to that effect) and/or obtain injunctive and other equitable relief. The provisions of this paragraph will be an independent covenant and will survive the conclusion of any Program or the sooner termination of this Agreement or any rights or obligations of the parties hereunder. For the purposes hereof, each of the *Walt Disney World*® Resort in Florida, the *Disneyland*® Resort in California, the *Disneyland*® Paris in France and the *Hong Kong Disneyland*® Resort in Hong Kong is referred to herein as a "**Disney Resort**."

2. Indemnification. To the extent permitted under Texas law, without waiving any immunities you are entitled to claim, and subject to the terms of this Agreement, you will defend (with counsel reasonably satisfactory to us), indemnify and hold us and the other Disney Companies harmless from and against any liabilities, claims, damages, suits, costs and expenses arising out of or in connection with the use of the facilities and audiovisual equipment provided for any Program; any death, personal injury or property damage incurred by any persons attending any such Program; any negligent act or omission or willful misconduct of you or your employees, contractors, subcontractors or Program attendees in connection with any Program or this Agreement; or any failure of you to comply with the representations, warranties, covenants or agreements made by you under this Agreement. The provisions of this paragraph will be an independent covenant and will survive any Program or the expiration or sooner termination of this Agreement or any rights or obligations of the parties hereunder.

3. Insurance. We acknowledge that, because you are an agency of the State of Texas, liability for the tortious conduct of the agents and your employees or for injuries caused by conditions of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for your employees is provided by you as mandated by the provisions of Chapter 502, Texas Labor Code. You shall have the right, at its option, to (a) obtain liability insurance protecting you and your employees and property insurance protecting your buildings and contents, to the extent authorized by Section 51.966, Texas Education Code, or other law, or (b) self-insure against any risk that may be incurred by you as a result of its operations under this Agreement.

4. Security. Neither we nor any of the other Disney Companies or their employees will be responsible for damage or loss of any personal property of you or any of your employees, contractors, attendees or agents brought into any Program venue or for any item left unattended.

5. Relationship of the Parties. We will conduct the services hereunder as an independent contractor. Nothing herein is intended or will be deemed to create any association, partnership, joint venture, or relationship of principal/agent, master/servant, or franchisor/franchisee between the parties or their respective affiliates, or to provide either party with the power or authority, express or implied, to make any representation, warranty or agreement, or create any duty or other obligation, on the other party's behalf, or otherwise to bind the other party in any manner.

6. Force Majeure. If the performance by either party of any obligation hereunder (other than any payment obligation) is directly delayed or prevented in whole or in part by any cause not reasonably within its control (including, by way of example but not limitation, acts of God, war, civil disturbances, accidents, shortage of supplies or labor disputes, but excluding, if you are booking the Program for a third party, any cause within that third party's control), it will be relieved of performance of such obligation (and the other party will be relieved of its obligation to pay for such performance) to the extent such performance is directly so delayed or prevented, without liability of any kind (cancellation of any Program due to any such cause is referred to under this Agreement as cancellation due to "**Force Majeure**"). Nothing in this Agreement will be construed as requiring either party to accede to any demands of labor or labor unions, suppliers or other entities that it considers unreasonable.

7. No Third Party Beneficiaries; Assignment; Waiver and Modification; Purchase Orders. This Agreement is intended for the exclusive benefit of you, us and the other Disney Companies, and will not create any rights in or be enforceable by any other individual or entity. You may not assign or transfer this Agreement or any interest herein (including, without limitation, rights and duties of performance), nor may the same be assignable by operation of law, without our prior written consent in our sole discretion. No provision of this Agreement may be waived or modified except by a written instrument signed by both parties. In addition, the parties agree that, if you furnish us with a separate purchase order for any Program, our acceptance of any such purchase order will be only as an accommodation to you to satisfy your internal requirements, and neither any such purchase order nor any preprinted or other terms on any such purchase order will have any force or effect or will modify any of the terms of this Agreement.

8. Certain Payment Policies. Notwithstanding anything to the contrary in this Agreement, if at any time we reasonably determine there has been a material adverse change in your financial condition or if you fail to pay any amounts you owe us or any of the other Disney

Companies under this Agreement or any other agreement between you and us (or any of the other Disney Companies) within three business days after the date when due, then we may require that you pay us, within 30 days after our request (but no later than the day before the start of any Program), the total amount we estimate you will owe us for the Program(s). In addition, if you fail to make any payment to us within three days after the date when due, you will pay us a late payment charge on the unpaid balance at the rate of 1½% per month or the maximum rate allowed by law, whichever is less. You will also pay any costs we may incur to collect any amount you owe us, including, without limitation, attorneys' fees and costs through and including any appeal.

9. Default; Damages. If (before the start of any Program) you fail to make any payment to us or otherwise perform any of your obligations under this Agreement or any other agreement between us (or any of the other Disney Companies) and you (or any of your affiliates), we may terminate this Agreement (and as a consequence terminate all of our obligations hereunder) by giving you written notice. In such event, you will pay us, within five days after you receive our termination notice, any cancellation fees provided for in this Agreement (to the same extent as if you had canceled any Program(s) not already presented). Except to the extent this Agreement provides for liquidated damages, any of our rights or remedies under this Agreement is in addition to any of our other rights or remedies under this Agreement, at law or in equity. As a material consideration to us for entering into this Agreement, in no event will we or any of the other Disney Companies or any of our or their respective employees or agents be liable to you or your attendees for any non-economic, incidental, indirect, special, consequential or punitive damages arising out of or relating to this Agreement or any Program, whether in contract, tort or otherwise (including, without limitation, under any indemnification provisions hereof), even if we have been advised of that possibility.

10. No Guarantee. Each party agrees that, notwithstanding anything to the contrary in this Agreement (including, without limitation, anything to the contrary in the description of any Program on Exhibit A or otherwise provided to you at any time hereafter), no promise, guaranty, representation or warranty of any kind (including, without limitation, as to the implementation of any learning from any Program) is or will be made as to the success or failure of any Program on your or any other individual's or entity's business or operations.

11. Severability. If any term of this Agreement is found to be void or contrary to law, that term will, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms of this Agreement, and the remainder of this Agreement will be given effect as if the parties had not included the severed term herein.

12. Photography/Videography/Broadcast. No taping, photography, videography, webcast or other recording or broadcast of any Program will be permitted without obtaining our prior written consent, which we may withhold in our sole discretion.

13. Additional Programs or Other Services. Nothing in this Agreement or otherwise requires either party or its affiliates to agree or offer to agree to, or to negotiate with the other party as to, any additional programs or other services in addition to the Program(s) initially listed on Exhibit A. Neither party will be committed with respect to any additional programs or other services, and any communications or other conduct by either party or its representatives as to any proposed additional programs or other services will be intended only as non-binding discussions and will not be deemed to constitute an offer or binding agreement of any kind as to any such additional programs or other services, unless and until a written agreement or amendment for such additional programs or other services with pricing and other terms mutually agreed upon by the parties (in each such party's sole discretion), is signed and delivered by both parties; and until then, either party may withdraw in its sole discretion from negotiations and discussions as to any proposed such additional programs or other services, at any time and for any or no reason, without any liability to the other party.

14. No Finders' Fees. Except as otherwise provided herein, you represent and warrant that you have not, in connection with this Agreement, used any meeting planner, finder or other third party, or incurred any liability for any finders' fee or commissions or similar payments to any third party.

15. Compliance With Law. Each party will comply with all applicable laws, rules, regulations, codes, statutes, ordinances and orders of any governmental or regulatory authority in connection with this Agreement.

16. Breach of Contract Claims. To the extent that Texas Government Code is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process hereof and the related rules adopted by the Texas Attorney General will be used by you and us to attempt to resolve any claim of breach of contract made by us that cannot be resolved in the ordinary course of business.

17. Prices and Currency Amounts; Dates. All prices and other currency amounts used in this Agreement are in United States dollars and all payments must be made in United States dollars unless expressly stated otherwise. All days are calendar days unless otherwise specified.

18. No Offer. Submission of this document by one party to the other does not constitute an offer. Accordingly, unless and until this document is signed and delivered by both you and us, submission of this document by one party to the other, along with any communications or correspondence between the parties in connection therewith, is intended only as non-binding discussions, and either party may withdraw from such discussions without any liability whatsoever to the other.

EXHIBIT A**PROGRAM(S)**

The following table lists the name(s), date(s), time(s) and place of each Program, along with the estimated number of participants who will attend that Program, the minimum number of participants required to attend that Program, the maximum number of participants permitted to attend that Program, and the number of our facilitators for that Program. If the Program name is listed as "TBD", you will select the particular program type for that Program (from among our four core topics of Business Excellence, Leadership Excellence, Employee Engagement or Quality Service) by giving us at least 75 days' advance written notice (failing which we may make this selection). Any other information listed as "TBD" will be mutually agreed upon by the parties in writing at least 75 days in advance. Times "TBD" will be during regular business hours.

NO.	PROGRAM NAME	DATE AND TIME	PLACE	NUMBER OF PARTICIPANTS			NUMBER OF FACILITATOR(S)
				EST	MIN	MAX	
1.	Three (3) 90-Minute Disney's Approach to Quality Service Keynote Presentation	On or before May 31, 2019 Exact times are TBD (during regular business hours).	College Station, Texas	190	180	210	1

You acknowledge that the place for each Program shown above is not owned and operated by us. Accordingly, you will arrange for and provide (at your sole cost and expense) suitable facilities for presentation of each Program at that Program location.

Program Description

The content and all other aspects of this Program will be determined by us in our sole discretion, subject to your suggestions and input as to which of our "Disney Approach Series" core competency topics we should include and focus on, all as more particularly described below. Our "Disney Approach Series" core competency topics are Business Excellence, Leadership Excellence, Employee Engagement and Quality Service. The content from our currently existing standard and tailored multi-day programs that are based on our "Disney Approach Series" core competency topics is referred to under this Exhibit A as our "**Core Competency Content**."

Program content will focus on the following "Disney Approach Series" core competency topic(s):

- Quality Service

In addition, we may, in our sole discretion, include elements from our other "Disney Approach Series" core competency topics.

We will attempt to tailor this Program to your needs as we deem appropriate in consultation with you, based on our learnings from any discovery, conference calls and/or planning sessions held with your representatives.

The parties acknowledge and agree that your representatives will be entitled to review proposed Program content objectives and agenda and give Program suggestions and input for our consideration as to the Core Competency Content we should include and focus on (in each case consistent with the intended content of this Program as described above); provided that we will retain the final word on this Program and on all such suggestions and input. In particular, we will work with you subject to the foregoing in seeking to incorporate into this Program where we deem appropriate your suggestions and input as to the following:

- Any "concepts," "experiential activities" and "stories about Disney culture" from our Core Competency Content that you would like us to include in this Program (and which you believe may resonate best with Program attendees).
- The strategies from our Core Competency Content that you would like us to focus on at length and those on which you would like us to give only a short overview.

EXHIBIT A (Continued)

Additional Program Notes

- You must confirm with us and inform your participants of any minimum age or other requirements for each Program (generally, no one under 16 years old may participate in any *Disney Institute* program). You must also notify us of any Program participants with special needs.

EXHIBIT B**FEES AND OTHER REQUIREMENTS**

Our fee and other requirements to present each Program are shown below. You will also pay any and all applicable sales taxes (although currently there are none).

No.:	Program:	Our Fee and Other Requirements:
1.	Three (3) 90-Minute Disney's Approach to Quality Service Keynote Presentation	<p>\$54,000.00, regardless of the number of participants (provided that attendance does not exceed the maximum number of participants, if any, specified for this Program under <u>Exhibit A</u>).</p> <p>Our fee to present this Program includes the following:</p> <ul style="list-style-type: none"> • Program Facilitator(s) • Delivery of Program • Program Materials • Travel-related expenses for our DI Representative(s) in conjunction with this Program • Program Design and Development (as described herein) • Mickey Graduation Ears with Tassel and Certificate of Completion <p>Our fee to present this Program does <u>not</u> include the costs for any other items, such as the following:</p> <ul style="list-style-type: none"> • Audiovisual requirements: The audiovisual equipment required for each Program are the Minimum Audiovisual Equipment listed here https://www.disneyinstitute.com/documents/Documents/DisneyInstituteAVRequirements.pdf. You will arrange for and provide, at your sole cost and expense, all audiovisual equipment required for each Program in accordance with the minimum audiovisual equipment requirements. • Transportation: You or your Program participants will be responsible for providing for their transportation to and from this Program. • Food and beverage

Meals and Other Food and Beverage

Our fee to present each Program named above does not include costs associated with any meals or other food and beverage that you may want to provide for your participants at that Program. Meals or other food or beverage for any Programs presented at Disney-owned-and-operated locations must be booked separately with us (to the extent not otherwise provided for under this Agreement). You must contact us to check availability and pricing. If you provide any meals or other food and beverage for Program participants during any Program or immediately before or after it, you will provide and pay for those same meals and other food and beverage for our representative(s) for that Program.