1. ACCEPTANCE: This Purchase Order or any release or revision related hereto (collectively, the “Order”) shall be deemed accepted by Seller when: (a) Seller sends Las Vegas Arena Owner, LLC, a Delaware limited liability company (“Buyer”) notice of consent to perform the work on the goods, materials and/or services to be purchased hereunder (“G&S”) or (b) shipment of the goods covered hereunder whichever occurs first. UNLESS THERE IS ALSO A FORMAL WRITTEN AGREEMENT RELATED TO THIS ORDER AND SIGNED BY BOTH PARTIES, SELLER’S ACCEPTANCE IS LIMITED TO ACCEPTANCE OF THE EXPRESS TERMS OF THIS ORDER AND DOES NOT INCLUDE ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SELLER OR ANY AMENDMENTS TO THE TERMS HEREOF.

2. SHIPMENT / RISK OF LOSS / RECORDS: Seller shall prepare and pack for shipment all goods in accordance with good commercial practices. Buyer will not pay charges for packing, crating, shipping or delivery, unless otherwise stated herein. If Seller ships in a more expensive manner than specified herein to comply with Buyer’s required delivery date, Seller shall pay all increased costs, unless Buyer solely causes the necessity for and agrees in writing to pay the increased costs. Notwithstanding the foregoing, if UPS delivery is required, Seller agrees that it will utilize the UPS Ship Exec Platform, as directed by Buyer. Seller shall be responsible and bear the risk of loss or damage for the goods covered by this Order until they are delivered at the designated delivery point and accepted by Buyer, regardless of the point of inspection or transfer of title, unless Buyer is picking up the freight. Buyer and Seller shall provide reasonable assistance to each other in the prosecution of any claims against carriers. Seller shall maintain manufacturing and shipment records for at least three (3) years from the date of Seller’s shipment and Buyer shall have access to such records upon reasonable prior notice.

3. TIMELY DELIVERY: Timely deliveries and/or completions of service are of the essence for this Order. Buyer may, at Buyer’s option and at Seller’s expense, refuse to accept or return any merchandise delivered, or services performed, after the date(s) specified in this Order. Buyer shall not be liable for the purchase of merchandise, or the payment of services, related, returned or rejected, as applicable, based upon late delivery or performance. If the obligation for which any merchandise is intended is not ready for deliveries, Seller, upon notice from Buyer, shall hold such merchandise for a reasonable period and at no cost.

4. INSPECTION: All merchandise and/or services specified in this Order are subject to Buyer’s inspection within a reasonable time after final delivery or completion. If, upon inspection, any merchandise or service is, in Buyer’s sole judgment, found to be unsatisfactory, defective or of inferior quality or workmanship, or fails to meet the specifications or any other requirements of this Order, Buyer may reject such merchandise and/or services and, in the case of merchandise, return such rejected merchandise at Seller’s expense. Payment for merchandise and/or services prior to inspection shall not be construed as an acceptance of unsatisfactory or defective merchandise and/or services. Upon the refusal or return of unsatisfactory or defective merchandise or the rejection of unsatisfactory or defective services, Seller shall reimburse Buyer for any amounts paid by Buyer on account of such merchandise or service (including the cost to return any such merchandise to Seller).

5. PRICE / INVOICES: The price set forth in this Order is firm and is the total amount due from Buyer for the G&S, including without limitation duties, taxes or any other charges agreed upon by Buyer, subject to adjustment for any rebates or credits described herein. Any applicable state sales tax and/or use tax shall be paid by Seller. Exise tax, where applicable, shall be billed as a separate item on the same invoice as the G&S to which it is related. Buyer shall not be required to pay any amount above the total amount expressly stated in this Order. Without Buyer’s written consent, Seller shall not add any charges. To the extent no price or prices are set forth herein, Seller’s price shall be the lowest market price prevailing at time of either the quotation or shipment, whichever price is lower, and in no event consent. Invoices must be submitted electronically with reference to the applicable Purchase Order to Buyer’s Accounts Payable immediately upon shipment of the goods or performance of the services. As it relates to the interpretation and application of this Section, invoice receipt shall never occur prior to Buyer’s receipt of the applicable G&S. In the event an invoice arrives prior to Buyer’s receipt of the applicable G&S, Buyer’s payment period shall not begin until the receipt of the applicable G&S.

6. ELECTRONIC COMMERCE AND COMMUNICATION: Seller will support Buyer’s electronic commerce and communication programs such as: E-Sourcing/Procurement, Advanced Shipping Notices, PO transmission and confirmations, Supplier Hosted Catalogs, Coupa Supplier Network, and other web-based or Business-to-Business (B2B) Systems as requested by Buyer (collectively referred to as “Electronic Commercials”). In addition, Seller shall follow all supplier onboarding procedures and associated instructions provided by Buyer and as amended from time to time. If Buyer elects to purchase by Electronic Commerce such purchases will continue to be governed by the provisions of this Order and may be provided in a separate Electronic Commerce agreement between the parties hereto.

7. CHANGES: Buyer may, at any time prior to delivery, change the specifications for the G&S and delivery thereof. Seller will accept such changes, provided that if a change increases or decreases the cost or time required for performance, the parties will equitably adjust the terms hereof in writing accordingly. Seller shall inform Buyer in advance of the shipment of goods or rendering of services of any material change, intentional or otherwise, to the G&S, including without limitation, changes in composition, quality specifications, labeling, functionality, safety, manufacturing locations, and any suppliers. Upon notice of any change, Buyer may cancel this Order. Any revisions to this Order, price, or otherwise, must be in writing and approved by Buyer.

8. WARRANTY: Without limiting any express warranties, Seller hereby warrants to Buyer that the material, merchandise and/or services to be furnished under this Order shall, as applicable, fully conform to the specifications, drawings, samples or other descriptions furnished to Buyer by Seller or furnished or adopted by Buyer, shall be free from defect or damage, and is merchantable, fit for the purpose intended, merchantable, of first grade quality and workmanship and free from defects. This warranty shall survive acceptance and payment. At Buyer’s option, Seller shall replace or, at Seller’s sole cost and expense, any material, merchandise or services, or portion thereof, found by Buyer within twelve (12) months after acceptance to be defective.

9. CANCELLATION: Buyer may for any reason, at Buyer’s option, cancel any unshipped merchandise or unperformed services. To the extent this Order covers services or stock merchandise, Buyer’s only obligation is to pay for and accept merchandise shipped, and services performed, prior to such cancellation. To the extent this Order covers merchandise manufactured or fabricated to Buyer’s specifications, Seller shall immediately stop all performance hereunder upon receipt of notice of cancellation and, if Seller is not in default, Buyer shall reimburse Seller for the actual, direct cost to Seller of such merchandise which has, at the time of such cancellation, been wholly or partially manufactured. Upon payment, title to all such merchandise shall pass to Buyer. Buyer agrees that it will not manufacture items in reserve in an amount greater than the number of manufactured items that Seller has shipped to Buyer at any one time.

10. BREAKS: If Seller fails to make delivery of all or any of the merchandise or perform all or any of the services specified in this Order within the time(s) specified or otherwise fails to perform all or any of the terms of this Order, Buyer may, at Buyer’s option and without prejudice of any other rights, cancel this Order in whole or in part.

11. INDEMNITY: Subject to the fullest extent permitted by law, Seller, at its sole cost and expense, agrees: (a) to indemnify, defend and hold harmless Buyer, its Third Party Beneficiaries (as defined in Section 19 below), its contractors and subcontractors, consultants, their respective subsidiaries, affiliates, parent companies and their respective members, officers, directors, managers, employees, agents, shareholders, successors and assigns, heirs, administrators, and personal representatives (collectively, “Buyer’s Indemnities”) from and against all losses, damages, costs, expenses, claims, judgments or liabilities (including reasonable costs and attorney’s fees which shall be reimbursed as incurred) which in any way arise out of or relate to any actual or alleged injury, death or damage to any person or property resulting from any act or omission of Seller, its employees, contractors or affiliates or the goods supplied or services covered by this Order. Seller also agrees, at its sole cost and expense, to indemnify and hold harmless Buyer’s Indemnities, their parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, successors and assigns, employees from and against any and all claims, demands, losses, liabilities, damages, causes of action or expenses (including reasonable costs and attorney’s fees which shall be reimbursed as incurred), caused by, resulting from, or in any way connected with (a) an infringement of or claimed infringement of any patent, trademark, or copyright arising out of the sale, use or possession of the merchandise furnished by, or the services performed by Seller (b) the acts or omissions of Seller’s agents or Seller’s employees, subcontractors or contractors in connection with this Order, or (c) any breach of the warranties of Seller contained in this Order.

12. INSURANCE: At all times while Seller and/or any of its subcontractor(s) are providing services, products, or performing work under this Order, Seller and its subcontractor(s) shall, at their expense, maintain an insurance with an insurance company or companies with a current A.M. Best Company rating of at least A- VII (a) Workers’ Compensation Insurance at Nevada statutory limits and Employers’ Liability Insurance with a limits of One Million Dollars (US $1,000,000) each accident and each employee for disease, (b) Commercial General and Umbrella/Excess Liability Insurance with limits of Three Million Dollars (US $3,000,000) each occurrence and aggregate for bodily injury, property damage, personal and advertising injury and products and completed operations, and (c) Business Automobile Liability Insurance with a limit of One Million Dollars (US $1,000,000) combined single limit each accident and shall include coverage for loss due to bodily injury or death of any person, or property damage arising out of the ownership, operation or use of any vehicle in the course of performance of the work hereunder and shall name Buyer as an additional insured hereunder.
Parties agree: (a) this Order shall not be construed, in whole or in part, to give rise to any rights, claims or benefits to any person, firm or entity other than the signatories to this Order; and (b) there are no third-party beneficiaries (other than those expressly mentioned above) to this Order and no terms or provisions of this Order may be enforced by or for the benefit of any person or party not a signatory to this Order.

13. NO WAIVER, NO OTHER TERMS. No waiver or modification of the terms or conditions of this Order shall be binding on Buyer unless approved in a documented Change Order. No waiver of a breach of any provision of this Order shall constitute a waiver of any other breach of this Order. This Order is expressly limited to the terms and conditions contained herein, and any other terms contained on Seller's document(s) which purport to limit Seller's obligation or Buyer's right to remedies shall be of no force and effect.

14. PRIVILEGED LICENSES. Seller acknowledges that Buyer, its parent, subsidiaries, and affiliates, are businesses that do, or may be, subject to and exist of privileged licenses issued by governmental authorities or other sovereigns. If requested to do so by Buyer, Seller, and its agents, employees, or representatives, shall obtain any license, qualification, clearance or the like which shall be required or requested of any of them by Buyer or any regulatory authority having jurisdiction over Buyer or any parent company, subsidiary or affiliate of Buyer. In the event Seller is either denied a registration, license or certification or its registration, license or certification is revoked or threatened to be revoked, Seller must immediately inform Buyer of such denial, revocation or threatened revocation. Failure to provide such notification shall be deemed a material breach of this Order and MGMOps and Buyer may terminate the Order in its entirety and Seller shall refund, pro rata, any pre-paid fees, deposits, escrowed amounts, or any other upfront payments made to Buyer. If Seller, or Buyer's agents, employees, or representatives fails to comply with such a requirement or if Buyer or any parent company, subsidiary or affiliate of Buyer is denied a registration or its registration, license or certification is revoked or threatened to be revoked, Buyer may immediately terminate this Order in its entirety and Buyer shall refund, pro rata, any pre-paid fees, deposits, escrowed amounts, or any other upfront payments made to Buyer. If Seller, or Buyer's agents, employees, or representatives, fail to comply with such a requirement or if Buyer or any parent company, subsidiary or affiliate of Buyer is denied a registration or its registration, license or certification is revoked or threatened to be revoked, Buyer may immediately terminate this Order in its entirety and Buyer shall refund, pro rata, any pre-paid fees, deposits, escrowed amounts, or any other upfront payments made to Buyer.

15. CONDUCT. Seller acknowledges that Buyer, its parent, subsidiaries, and affiliates have a reputation for offering high quality entertainment and/or services to the public, and that it and its parent, subsidiaries and affiliates are subject to regulation and licensing, and desire to maintain their reputation and receive positive publicity. Seller therefore agrees that throughout the term of this Agreement, and its agents, employees, and representatives will not conduct themselves in a manner which is contrary to the best interest of, nor in any manner that adversely affects or is detrimental to, Buyer, its parent, subsidiaries and affiliates, and will not directly or indirectly make any oral, written, or recorded private or public statements or comments that is disparaging, critical, defamatory or otherwise not in the best interests of Buyer, its parent, subsidiaries, or affiliates. Buyer shall use its good faith business judgment in determining whether Seller's conduct or that of its agents, employees, or representatives adversely affects Buyer, its parent, subsidiaries, or affiliates and upon such determination, Buyer shall have the right to immediately terminate this Agreement. In that event, Buyer shall pay Seller for the merchandise which has been manufactured and/or the services which have been completed at such termination date, but Buyer shall have no further liability to Seller.

16. ATTORNEY'S FEES. Should Buyer utilize the services of an attorney to enforce or defend any term or condition herein, Buyer shall be entitled to an award of reasonable attorney's fees and costs expended throughout the entirety of the demand, claim and/or litigation.

17. CONFIDENTIALITY/PUBLICITY. Seller, its employees, agents, and representatives, shall consider all confidential information disclosed by Buyer, all specifications or other documents prepared by Seller in connection herewith, the fact that Buyer has contracted to purchase goods or services from Seller, and all other non-public information relating to this Order. Buyer's prior written consent, Seller shall not (a) disclose or use Confidential Information for any purpose other than performing this Order, (b) include Buyer's name or Confidential Information in any non-confidential marketing materials, (c) publicly announce, publicize or discuss with third parties the subject matter of this Order, (d) include Buyer's “Confidential Information,” all non-public information provided by Buyer, all specifications or other documents prepared by Seller in connection herewith, the fact that Buyer has contracted to purchase goods or services from Seller, and all other non-public information relating to this Order. Without Buyer's prior written consent, Seller shall not (a) disclose or use Confidential Information for any purpose other than performing this Order, (b) include Buyer's name or Confidential Information in any non-confidential marketing materials, (c) publicly announce, publicize or discuss with third parties the subject matter of this Order, (d) include Buyer's “Confidential Information,” all non-public information provided by Buyer, all specifications or other documents prepared by Seller in connection herewith, the fact that Buyer has contracted to purchase goods or services from Seller, and all other non-public information relating to this Order.

18. MISCELLANEOUS: Responsibility for damage to merchandise or services to be furnished under this Order from any cause whatsoever shall rest with Seller until final receipt and acceptance thereof by Buyer and, in the case of merchandise to be installed or services to be performed, until final installation or final completion as applicable, and acceptance thereof by Buyer. Seller warrants to Buyer that it has not, and will not, pay any rebate, commission, kickback, salary, remuneration or reward, directly or indirectly or in any form whatsoever, to any officer, employee, agent, or representative employed by or on behalf of Buyer. Seller may not assign any of its rights or obligations under this Order without Buyer's prior written consent. All merchandise or services furnished hereunder shall be free of any liens, claims, encumbrances and retained title contracts. All of Seller's services and work product shall comply with any and all laws of the federal, state, and local laws, rules, regulations and ordinances and Buyer's safety policies and procedures. To the extent Seller will perform services hereunder at Buyer's property, Seller shall conduct such services only at such specific Buyer approved times and on such day's specific days, as approved in advance by Buyer. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement.

19. THIRD PARTY BENEFICIARIES. MGM Resorts International, a Delaware corporation, Anschutz Entertainment Group, Inc., a Colorado corporation, Atenna Arena, LLC, a Delaware limited liability company, MGM Resorts Arena Holdings, LLC, a Nevada limited liability company, AEG Las Vegas, LLC, a Delaware limited liability company, Las Vegas Arena Management, LLC, a Nevada limited company, CityCenter Land, LLC, a Nevada limited liability company, Arena Land Holdings, LLC, a Nevada limited liability company, Park District Holdings, LLC, a Nevada limited liability company, Park MGM, LLC, a Nevada limited liability company, New York-New York Hotel & Casino, LLC, a Nevada limited liability company, New Castle, LLC, a Nevada limited liability company, Las Vegas Arena Company, LLC, a Delaware limited liability company, Grand Garden Tenant, LLC, a Delaware limited liability company, and MEC Entertainment Booking, LLC, a Delaware limited liability company, and each of their parents, subsidiaries, partnerships, joint ventures and other affiliates, all of whom are intended third party beneficiaries of all Seller's representations, warranties, covenants and obligations under this Order and shall have an independent right to enforce the terms of this Order. Subject to the foregoing sentence, the
20. **FORCE MAJEURE**: Neither party will be liable for any delay nor failure in performing its obligations under the Order (including failure to take delivery of the G&S) to the extent that such delay or failure is caused, without such party’s fault or negligence, by a Force Majeure Event. For purposes hereof, a “Force Majeure Event” refers to the occurrence of unforeseeable and/or unavoidable circumstances beyond a party’s control that, by their nature, make such party’s performance commercially impractical, including, but not limited to, acts of God or the public enemy, fire, flood, acts of war, government action, accident, earthquakes, explosion, epidemic, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. A party’s economic hardship or changes in market conditions are not considered Force Majeure Events excusing such party’s performance. Seller will use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Order. If a Force Majeure Event prevents Seller from carrying out its obligations under this Order for a continuous period of more than thirty (30) days, Buyer may terminate the Order immediately by giving written notice to Seller.

21. **DIVERSITY/RESPONSIBLE SOURCING**: In alignment with Buyer’s Corporate Social Responsibility initiatives, Buyer seeks to increase opportunities for certain diverse-owned businesses and Buyer’s utilization of such companies. Seller shall use commercially reasonable efforts to identify, partner or subcontract with diverse-owned businesses based on applicable state, county and local requirements or gaming regulations. It shall be the responsibility of Seller to assess its diverse-owned business partners and ensure that such partners comply with applicable gaming regulations and required diversity certifications. Additionally, Seller may be required to provide reports to Buyer detailing payments made directly to diverse-owned businesses for services rendered on behalf of Buyer. Diverse ownership is defined as holding 51% equity and control of a business by ethnic minorities, women, veterans, service-disabled or LGBTQ. Additionally, Buyer is committed to the legal and responsible sourcing of its products and services and will not knowingly purchase products made with illegally harvested, produced and/or traded materials or goods produced in whole or in part by forced or involuntary labor. In accordance with Buyer’s Seller Code of Conduct, which can be found at https://www.mgmresorts.com/content/dam/MGM/corporate/csr/esg-policies/supplier-code-of-conduct-policy.pdf, Seller agrees to source materials from responsible sources and to conduct due diligence on its supply chain. Seller agrees that Buyer’s designated third party may audit Seller’s compliance with the foregoing. Additionally, Seller shall support Buyer’s social impact and sustainability goals for the reduction of carbon emission, energy, water and waste through its products and services and shall require a similar commitment within its operations and supply chains.

22. **EEO COMPLIANCE**: Provider warrants and represents that it will fully comply with all Department of Labor and EEOC rules, regulations, guidelines, and orders including, but not limited to, Executive Order 11246, 41 CFR Ch. 60 (in particular the record keeping requirements at 41 CFR Sec. 60-1.12), 29 CFR part 471 (appendix A to subpart A), which are incorporated herein by reference, and any other applicable state and local laws relating to equal employment opportunities and affirmative action.

23. **ENTIRE AGREEMENT**: Except as provided herein or as otherwise agreed upon by the parties in separate written agreement relating to the subject matter hereof, this Order and any documents referenced herein constitute the entire agreement between the parties regarding this Order and replace any contemporaneous oral or written communications between the parties related herein. This Order may not be modified by any document issued by Seller or by the parties’ course of dealing, custom or usage but only by a mutually agreed upon writing signed by both parties. In the case of a conflict with this Order, the terms of such mutually agreed upon writing will prevail.