

TICKETSOCKET SERVICE LEVEL AGREEMENT

Dated: August 2020

This is the Service Level Agreement referred to in the TicketSocket User Agreement (“User Agreement”). All capitalized terms used herein shall have the same meaning as they do in the User Agreement which links to this document. This Schedule supplements the terms of Section 9 of the User Agreement as well as any other section of the User Agreement that addresses TicketSocket’s service obligations.

- A. From and after the date on which User's application is first made commercially available to Patrons (“Launch Date”), TicketSocket shall use commercially reasonable efforts to ensure that System Uptime (as hereafter defined) shall be available and responsive 99% of the time, and that User reports are available 99% of the time, measured on a monthly basis calculated to include twenty-four (24) hours per day over each month (“Minimum Uptime Commitment” or “Uptime”). Uptime means the System is operational and is available to communicate with the internet in Provider’s server location (which may be at a co-location facility).
- B. It shall not be considered a Service Level failure to the extent that the failure to achieve the Uptime is due or relates to: (a) scheduled maintenance or downtime; (b) any modifications or alterations of the Software made by any individual or entity other than TicketSocket or its authorized agents; (c) any violation of the User Agreement by User, its employees, contractors, agents, or Patrons; (d) any unavailability due to a User action that cannot be reasonably recreated by TicketSocket; (e) User’s negligence, abuse or misapplication, or unauthorized use of Software other than as specified in the Documentation or as approved by TicketSocket, or any failure to comply with the documentation published for the Software; (f) any third party software not provided by TicketSocket; (g) outages or latency in the Public Circuit (as defined below); (h) failures due to Force Majeure events; (i) any inability to access or operate the Software due to problems with software, hardware, telecommunications, or networking equipment not owned or operated by TicketSocket, including without limitation, any such equipment owned, controlled or operated by User, third party operators of Event venues, payment processors, or any Patron, including Internet connectivity at Event locations; (j) denial of service attacks, virus attacks, hacking attempts, internet service interruptions, or any other circumstances or events that are not within TicketSocket’s reasonable control.
- C. Maintenance outages, if necessary, will be conducted between the hours of 10:00 PM and 4:00 AM Pacific Standard Time (the “**Maintenance Window**”) or other off-business hours as may be mutually agreed on by the parties to the User Agreement. Maintenance outages may result from, but are not limited to, the installation of upgrades, service packs, and routine server or application configuration changes. All active Maintenance Windows will be according to a scheduled time set by TicketSocket and announced via e-mail to User.
- D. To the extent practicable, TicketSocket shall notify User in advance of any outages that may occur outside of a Maintenance Window, and temporary Workarounds will be put in place if possible.
- E. TicketSocket will provide User reasonable written notification to a pre-defined User email address of any system freeze and possible related processing impact, regardless of cause.
- F. Support Response Time and Credits.

TicketSocket will respond to support requests made via ticket, e-mail or telephone within the following time frames. All cases created by TicketSocket will be assigned a priority level by TicketSocket. Priority guidelines and the corresponding response times specify how quickly TicketSocket will diagnose and resolve the issue and respond to User.

1. Priority Level 1 - P1 (Emergency) System Down
 - a. Example - Entire System is down; no service possible; ticketed Event entry severely impacted (Tickets cannot be verified for entrance).
 - b. Initial Response < 30 minutes
 - c. Immediate Management Escalation and a Status Update within two (2) hours
2. Priority Level 2 - P2 (High) Severe System Disruption
 - a. Example - Significant number of User's Patrons are unable to process Ticket purchases, or User reports are unavailable.
 - b. Initial Response - < 2 hours
 - c. Management Escalation and a Status Update within four (4) hours
3. Priority Level 3 - P3 (Medium) Single Function Failure
 - a. Example – User systems generally functioning, but incorrectly or very slowly, limited to certain or isolated aspects of the System not impacting Ticket purchases by Patrons or Event entry.
 - b. Initial Response - < 4 hours
 - c. Management Escalation and a Status Update within two Business Days
4. Priority Level - P4 (Routine) Minor Issue or Procedural Question
 - a. Examples - Programming questions / Operational or Procedural questions / Research of intermittent issues
 - b. E-mail support and/or phone support
 - c. Initial Response - < 48 hours
 - d. Minor issues may be resolved in future releases or versions of the Software

Failure to meet the response time guaranties stated in this Section, discovery that the TicketSocket System is not functioning within the Service Level Agreement or discovery that Premiere and Enterprise are not functioning within the Service Level Agreement shall entitle User to a service credit as set out below:

<u>Unscheduled Downtime (minutes)</u>	<u>Service Credit Percentage (%)</u>
To 438	0%
439 to 877	2.5%
878 to 1316	5.0%
1317 to 1755	7.5%
1756 to 2193	10%
Each additional 438 min.	additional 5%

User must request a credit in writing either via a support ticket or by notice as specified in the User Agreement, no later than seven (7) days following the occurrence of the event giving rise to the credit. TicketSocket will contact User within 30 days to approve or reject the claim or to request more information. If the claim is approved, the credit will appear on User's monthly invoice following approval. Notwithstanding anything in this Agreement to the contrary, the maximum total credit for any calendar month for failure to meet Service Levels under this Agreement for that month, shall not exceed 100% of Service fees for the affected Service. Credits that would be available but for this limitation will not be carried forward to future months.

Time is based on a 730-hour month. For the purpose of determining whether a credit is due, time periods will be measured from the time stamp generated by the TicketSocket support ticket system. User may open a support ticket to document the start time for a support request or other incident, or if User contacts TicketSocket by telephone to request support, TicketSocket will open a ticket. If User contacts TicketSocket by phone or regular e-mail service, there may be a delay between the time of the call and the time TicketSocket opens a ticket.

There is no entitlement to a credit for downtime or outages resulting from System maintenance where such maintenance is (1) within the Maintenance Window or there are other modification or repairs to shared infrastructure that TicketSocket scheduled at least 72 hours in advance; or (2) scheduled User maintenance –

maintenance of User's configuration that User requests and that TicketSocket schedules with User in advance (either on a case by case basis, or based on standing instructions), such as hardware or software upgrades implemented by User. User is not entitled to any credit if User is in breach of the Agreement (including User's payment obligations to TicketSocket) at the time of the occurrence of the event giving rise to the credit, until User has cured the breach. User is not entitled to a credit if the event giving rise to the credit would not have occurred but for User's breach of the User Agreement or any other agreement between User and TicketSocket.

All support services are contingent on TicketSocket having full access to User's configuration. No credit will be due if the credit would not have accrued but for User's restriction of TicketSocket's access to User's configuration.

Disabling or Removal of Monitoring or Security Services, Interference with Services: User must notify TicketSocket in advance if User plans to disable, block, or remove any monitoring or security element of User's website or hosting service for more than ten (10) minutes. TicketSocket will not issue User any credit for events that might have been avoided or mitigated if User had not disabled, blocked or removed TicketSocket's monitoring or security elements, or otherwise interfered with TicketSocket's ability to provide the Services.

G. Failure to Reproduce Issue

If Provider believes that a problem or issue reported by User is not reproducible, affects only User, and is unlikely to be due to an error existing in the Software or System, Provider will so notify User. At that time, User may (1) instruct Provider to proceed with problem determination at User's expense as set forth below, or (2) instruct Provider that User does not wish the problem pursued at its expense. If User requests that Provider proceed with problem determination at its expense and Provider determines that the error was not due to an issue with the Software, User shall pay Provider, at Provider's then-current and standard consulting rates for all work performed in connection with such determination, plus reasonable, out-of-pocket related expenses actually and directly incurred therewith. User shall not be liable for (i) problem determination or repair to the extent problems are due to errors in the Software; or (ii) work performed after User has notified Provider that it no longer wishes work on the problem determination to be continued at its possible expense (such notice shall be deemed given when actually received by Provider). If User instructs Provider that it does not wish the problem pursued at its possible expense or if such determination requires effort in excess of User's instructions, Provider may, at its sole discretion, elect not to investigate the error with no liability therefor.

H. New Features

User may submit requests for new features, and if acceptable, Provider shall be engaged and performed pursuant to a Statement of Work under the Agreement. All new features shall be considered within the definition of Software under the Agreement, and licensed pursuant to the terms of the Agreement. Provider will inform User, using commercially reasonable efforts, of the status of the development of the requested feature. If Provider does not plan to build the requested feature, or if it plans to build the feature but on a timeline that is not acceptable to User, Provider may, at its discretion, offer User the option to accelerate the development of the feature for a cost. Costs for accelerated feature development will depend on the feature being developed, and may include time, materials, and licensing fees and shall be previously approved by User.

I. Additional Definitions

"Business Days" means Monday through Friday, excluding U.S. holidays and any other holidays in the State of California.

"E-mail support" means requests for technical support assistance by e-mail concerning the use of the then current release of the Software.

"Initial Response" means the first contact by a support engineer after the incident has been logged and a ticket generated.

“Management Escalation” means, if the initial Workaround or fix does not resolve the Error, notification of Provider management that such Errors have been reported and of steps being taken to correct such Error(s).

“Public Circuit” means the third party provided circuits, overland and/or submarine cabling, and other connectivity infrastructure from a point of demarcation starting immediately after the ingress/egress router or similar appliance at User’s or Patrons’ site to the point immediately before the ingress/egress router or similar appliance at the facility used by Provider to host the Software.

“Status Update” means if the initial Workaround or fix cannot resolve the Error, notification of the User regarding the progress of the Workaround or fix.

“Upgrades” means, other than routine bug fixes and updates, additional software added to the Software that provides new functionality or modules to the Software.

“Workaround” means a change in the procedures followed or data supplied by User to avoid an Error without substantially impairing User’s use of the Software or that of Patrons.