

TICKETSOCKET USER AGREEMENT ADDENDUM

This TicketSocket User Agreement Addendum sets forth additional terms and conditions for the use of the TicketSocket Ticketing Transaction solution by User and are incorporated by reference in the TicketSocket User Agreement. Capitalized terms not defined in this TicketSocket User Agreement Addendum have the meaning given them to the TicketSocket User Agreement Addendum.

Definitions. The following definitions (and additional definitions provided in the recitals and in the text below) will apply to this Agreement:

- 1.1 **"Affiliate"** of a Party means (i) any entity that such Party controls, (ii) any entity that controls such Party, or (iii) any entity under common control with such Party. For the purpose of this definition, "control" as used herein includes direct, indirect or joint ownership and/or control, including any subsidiary, holding company or operating division of the Party from time to time.
- 1.2 **"Applicable Laws"** means all applicable national, state, provincial, municipal, and local laws, and any other laws, rules, regulations, and (in whatever form) codes of practice, together with any guidelines or other requirements of regulatory authorities as may be in effect from time to time, further including without limitation, Data Protection Laws.
- 1.3 **"CCPA"** means the California Consumer Privacy Act of 2018, California Civil Code 1798.100 et seq.
- 1.4 **"Confidential Information"** means non-public technical or business information, data or know-how (including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists) of a Party and/or its Affiliates (the **"Discloser"**), which is disclosed to the other Party (the **"Recipient"**) in written or tangible form in connection with this Agreement. Oral disclosure will also be deemed Confidential Information if it would reasonably be considered to be of a confidential nature or if it is communicated at the time of disclosure to be confidential. For the avoidance of doubt, the Software and Documentation utilized under this Agreement are the Confidential Information of TicketSocket. Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the Recipient and not subject to a confidentiality obligation to the Discloser; (ii) independently developed by the Recipient; (iii) publicly disclosed or available through no fault of the Recipient; (iv) rightfully received by the Recipient from a third party that is not under any obligation to keep such information confidential; or (v) approved for release by written agreement with the Discloser.
- 1.5 **"Data Protection Laws"** means all applicable state, federal and national laws in connection with the privacy and security of Personally Identifying Information ("**PII**") and Personal Data governing the use, collection, processing, transfer, and/or sale of PII or Personal Data for business purposes, including without limitation, the CCPA, EU GDPR and UK GDPR, where and as applicable, and where and as applicable, laws relating to cookies, analytics tools or other forms of online tracking or monitoring, as well as any associated guidance, codes of practice or other statements issued by any relevant regulatory authority and any relevant case law, judgements or decisions relating to such laws from time to time.
- 1.6 **"Documentation"** means the manuals, specifications, and other written and electronic materials describing the functionality, features, and operating characteristics, maintenance, operation, and use of the System or Services, as provided or made available by TicketSocket.

- 1.7 **“FTCA”** means the Federal Trade Commission Act, 15 USC §45, Section 5(a).
- 1.8 **“EU GDPR”** means the European Union General Data Protection Regulation 2016/679.
- 1.9 **“Intellectual Property”** means any proprietary rights, title and interest in patents, patent applications, extensions, supplementary protection certificates, design rights, data rights, copyrights, trade secrets, trademarks, service marks, trade names, trade dress, know-how, business processes, technology and all other intellectual property rights, derivatives thereof, and any forms of protection of a similar nature anywhere in the world. The term **“Intellectual Property”** may also be used herein to refer to the embodiments (e.g., computer software or data) that are covered by the foregoing Intellectual Property rights.
- 1.10 **“Marks”** means any trademarks, registered mark, logos, slogans, stylization or graphic elements owned by a Party, in English and in any translation or transliteration which may be used by that Party.
- 1.11 **“Patron”** means any person purchasing from or holding a ticket from a User or registering with a User for the purpose of a Ticketing Transaction, or whose Personal Data and/or PII is in any way collected, Processed, transferred, and/or sold by or for the User or TicketSocket through the use of the System for business purposes. For purposes of this Agreement, a **“Patron”** is: i) a **“Consumer”** as that term is defined in the CCPA, and ii) a **“Data Subject”** as that term is defined in the GDPR.
- 1.12 **“Services”** means all services associated with the System or otherwise provided or made available to User by TicketSocket, including but not limited to any support services and/or professional services.
- 1.13 **“Software”** means a cloud-based System portal used solely to provide services to User, including without limitation, payment applications, associated functionality, content (excluding User’s content), concepts, features, graphical user interfaces, and documentation related thereto, as well as all updates and customizations to any of the foregoing.
- 1.14 **“System”** means the TicketSocket ticketing system, including, but not limited to, the integration and payment processing of ticket purchases by Patrons through the User’s website, the processing and delivery of tickets to Patrons through the User’s website, Event, gate entry and seat confirmation processing.
- 1.15 **“Ticketing Transactions”** means the sale of tickets, reservation of tickets, registrations of tickets to third parties by the User, or registration by a Patron relating to an Event.
- 1.16 **“UK GDPR”** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the UK Data Protection Act 2018.
- 1.17 The terms, **“Controller”**, **“Data Subject”**, **“Personal Data”**, **“PII”**, **“Processing”**, **“Business”**, and **“Service Provider”** shall have the meanings assigned in the CCPA, EU GDPR, or other applicable Data Protection Laws, and cognate terms shall be construed accordingly.
2. **License Grant.** Subject to the terms of this Agreement, TicketSocket grants to User, and User accepts from TicketSocket, a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to use the System as a white label platform under User’s brand, in order to engage in Ticketing Transactions under the pricing terms specified on the **TicketSocket User Agreement**. This grant of license is subject to the payment of the Fees (as defined below), and is valid only during the Term (as defined below).

3. **Restrictions.** Except as expressly permitted under this Agreement or under written authorization by TicketSocket, User may not:
 - 3.1 Make or distribute copies of the Software;
 - 3.2 Decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human perceivable form, except strictly to the minimum extent permitted by law;
 - 3.3 Attempt to remove any copyright notices or other reference to TicketSocket's ownership of the System or any materials and Documentation provided therewith;
 - 3.4 Rent, lease, sublicense or resell the System;
 - 3.5 Modify or create derivative works based upon the System or any part thereof;
 - 3.6 Permit any third party to use the System, or use the System for purposes of processing the data of any third party; or
 - 3.7 Use the System to violate (intentionally or unintentionally) any Applicable Laws or regulation, including, but not limited to, U.S. export laws.
4. **TicketSocket Services.** TicketSocket shall perform the following services under this Agreement (the "Services"):
 - 4.1 Provide processing for on-line Ticketing Transactions (e.g., Patron ticket purchases) with respect to User Event(s), and integrate its Services with those of the User's credit card processor such that User may receive funds pertaining to such Event(s), but TicketSocket will not be a party to any Ticketing Transaction;
 - 4.2 Provide information required to account to User for TicketSocket fees and charges for each Ticketing Transaction; and
 - 4.3 Provide any other deliverables, if any, as may be described on the **TicketSocket User Agreement**.
 - 4.4 The TicketSocket Service Level Agreement (the "SLA") provided at https://drive.google.com/file/d/1UxwisWkS0Ej_7dR3lmm9Ra-kmWKAC7vO/view?usp=sharing is hereby incorporated into this Agreement as though fully set forth herein. TicketSocket reserves the right to modify the SLA upon notice to User.
5. **Fees and Payment.**
 - 5.1 User shall pay the fees and charges as specified in the **TicketSocket User Agreement** (the "**Fees**") for the license grant of Section 2, for TicketSocket's Services specified in Section 4, and for any additional Fees permitted to be charged hereunder. User shall pay all Fees in U.S. dollars.
 - 5.2 Unless otherwise agreed in writing, TicketSocket will integrate the System with User's preferred payment processor and User's website. User will be the merchant of record for all Patron transactions. User shall authorize payment of all Fees either directly from the payment processor, or by ACH from User's bank account, credit card or other payment method as may be designated on the **TicketSocket User Agreement ("Payment Method")**.
 - 5.3 Fees for Ticketing Transactions will be deducted and paid to TicketSocket automatically as

part of the System's operation. If and to the extent the Payment Method does not allow for direct payment of Fees or other charges to TicketSocket, TicketSocket will bill User semi-monthly, and provide an itemized invoice detailing all Fees charged. User shall pay each undisputed invoice submitted by TicketSocket within thirty (30) days of the date of the invoice.

- 5.4 Fees do not include any applicable federal, state or local taxes and any such taxes or governmental charges, including sales or use taxes (but exclusive of income or corporate franchise taxes) ("**Taxes**"). It is User's responsibility to know if any Applicable Laws apply to User's sales and to adjust the Ticketing Transaction prices accordingly to account for Taxes which may be due. All such Taxes shall be paid by User. User is solely responsible for the submission and payment of any applicable Taxes pertaining to the Ticketing Transactions.
- 5.5 User represents and warrants that it is authorized and responsible for paying TicketSocket all Fees and any applicable Taxes via the Payment Method, and hereby expressly authorizes TicketSocket to charge User's Payment Method for all amounts. User represents and warrants that all User contact information (including User's email address, mailing address, and phone number), and Payment Method information provided to TicketSocket for its file are accurate and current. If TicketSocket is unable to charge the Payment Method on file or otherwise collect Fee payments from User, within ten (10) calendar days after providing notice to User of such inability to collect payment, TicketSocket reserves all its rights, and may pursue any means of relief available to TicketSocket including immediately suspending User's access to the System and/or terminating this Agreement for cause pursuant to Section 6.2, below.
- 5.6 If User disputes any invoiced Fees, User shall so notify TicketSocket in a writing identifying the reason and details of such dispute within thirty (30) calendar days after the date of the invoice, and the Parties shall negotiate in good faith to determine if any payment adjustment is appropriate. Any undisputed amount remaining unpaid for more than thirty (30) calendar days from the invoice date shall accrue interest at the rate of the lower of one and one-half (1.5%) percent per month or the highest rate permitted by law.
- 5.7 In its capacity as a backend service provider, TicketSocket is not responsible for the nature or quality of any Event, nor is TicketSocket responsible for any costs associated with the cancellation, rescheduling or modification of any Event. It is strictly User's responsibility to issue any and all refunds, chargebacks or other credits to Patrons, vendors or the venue for User's Event. User acknowledges and agrees that it is solely responsible for all communications with Patrons and information provided relating any User Event and all Ticketing Transactions, including in relation to prices and cancellation policies, and that User shall be solely responsible for the completeness and accuracy of all such communications and information. Except as expressly set forth herein, User acknowledges and agrees that as between TicketSocket and User, User shall bear all costs and liabilities for User's Event(s).
- 5.8 Unless otherwise agreed in writing, User is responsible for providing all supplies and equipment required to operate the Event, including without limitation, any required equipment for athletes and performers, as well as scanners, printers, laptops, tablets, and all other point-of-entry equipment and materials needed for Patrons to be admitted ("**Equipment**"). In all cases, User is solely responsible for choosing the Equipment and ensuring that it meets User's needs for each Event, and also for insuring against loss or damage. In its sole discretion, TicketSocket may (a) recommend Equipment for direct purchase by User from third parties, or (b) provide Equipment to User on order from third parties, or (c) loan Equipment to User. For Equipment sold to User under (a), User will pay the seller directly. For Equipment sold to User under (b), TicketSocket will invoice User for the cost as an additional Fee, but makes no warranties, express or implied, whatsoever;

unless otherwise agreed in writing, Equipment is sold FOB seller's location and only the carrier's insurance (if any) and seller's warranties will apply on a pass-through basis. In the case of (c), a loan of Equipment by TicketSocket to User, all Equipment is provided without additional charge, but only if available, and strictly on an as-is, where-is, basis, with no warranties whatsoever, whether express or implied. User is solely responsible for loss or damage to any Equipment loaned to User by TicketSocket and must provide proof of insurance prior to delivery. All Equipment loaned by TicketSocket to User must be returned within ten (10) days after the Event and must be in good condition. TicketSocket shall have the right to charge as additional Fees the cost of any loaned Equipment not returned at all, not returned on time, or not returned in good condition, and may charge such Fees under Section 5.2.

- 5.9 As set forth by User in the **TicketSocket User Agreement** of the Agreement, the User guarantees that its use of the TicketSocket System will generate a minimum amount of Ticketing Transactions each year of the Term ("**MATT**"). User will use its good faith discretion to set the MATT using User's low end projections of Ticketing Transactions for its Events for a given year of the Term (each year will be calculated as the 365 days following the Effective Date and then on each anniversary thereafter). Where Ticketing Transactions processed by the TicketSocket System in a given year of the Term for User's Events does not equal to or exceed the MATT, TicketSocket may invoice User for the Service Fees TicketSocket was unable to collect from Patrons based on the difference between the MATT and actual the Ticketing Transactions amount multiplied by the Service Fee rate ("**Service Fee Shortage**"). For example, where the MATT is \$100 and the actual Ticketing Transactions for a given year of the Term are only \$50 and the Service Fee is 10%, TicketSocket may invoice User for the \$5 in Service Fees it did not collect from Patrons from User's failure to meet its guaranteed minimum Ticketing Transactions. The Service Fee Shortage will be calculated on a pro rata basis where the final year of the Term is not a true year, but a portion thereof, including where this Agreement is terminated pursuant to Section 6 set forth below. TicketSocket may waive its rights to collect the Service Fee Shortage or any portion thereof from User in TicketSocket's sole discretion. Any waiver of TicketSocket to collect a Service Fee Shortage for a given year of the Term will not constitute a waiver of TicketSocket's rights to collect a Service Fee Shortage, if occurring, in a subsequent year of the Term. User acknowledges and agrees that the MATT is guaranteed by User and is a material condition for use of the TicketSocket System by User. This section shall not apply in a year of the Term where a substantial portion of User's Events are materially impacted (delayed, cancelled, or otherwise not enacted) by a Force Majeure Event pursuant to section 16.5 of this Agreement. Notwithstanding the foregoing, where the TicketSocket User Agreement is provided to User without the MATT field and User is not required to provide a MATT amount in the TicketSocket User Agreement, this Section 5.9 shall not apply to User or its use of the TicketSocket System.

6. **Term and Termination.**

- 6.1 Term. This Agreement shall continue in force for an initial term commencing on the Effective Date and terminating as set forth on the **TicketSocket User Agreement** or, if no date is provided, on the first anniversary of the Effective Date ("Initial Term"). Upon the expiration of this Initial Term, or any subsequent Renewal Term (as defined below), this Agreement shall automatically renew for the same period as set forth in the Initial Term (each a "Renewal Term"), unless otherwise terminated in writing by either Party no later than sixty (60) days' prior to the then-current date of expiration. The Initial Term plus all Renewal Terms shall collectively be referred to as the "Term" of this Agreement. Special terms and conditions, if any, set forth in the TicketSocket User Agreement shall not apply to any Renewal Term unless otherwise agreed in writing by the Parties prior to the start of the Renewal Term, but the Fees, provisions for equipment (rental, purchase or loan), and terms

for use of Ice Cream Social shall continue in effect during the Renewal Term as they were in the Initial Term.

- 6.2 **Termination for Cause.** Either Party will have the right to terminate this Agreement for cause at any time if the other Party is in material breach which such Party fails to cure within fourteen (14) days after receiving non-breaching Party's notice of the breach and intention to terminate. For the avoidance of doubt, User's failure to pay any Fees when due shall be a material breach of this Agreement. Any such termination pursuant to this Section 6.2 will become effective automatically upon expiration of the cure period identified in any notice of termination in the absence of a cure.
- 6.3 **Effect of Termination.** All rights in the System and access to the Software granted to User hereunder shall cease upon any termination effective date (as opposed to notice date) or expiration of this Agreement, and all outstanding Fees shall be due and payable within thirty (30) days after such termination. Upon such termination effective date or expiration, User shall immediately cease any use of the System. Within thirty (30) days after any such termination effective date, each Recipient shall return or destroy all copies of the Discloser's Confidential Information in Recipient's possession or control; and certify to the Discloser in writing that it no longer retains any copies of such Confidential Information. Patron data which was not previously transmitted to User shall be delivered to User in then-standard electronic format on payment of all outstanding amounts due to TicketSocket, subject at all times to Section 12.8 and Applicable Laws. If User terminates this Agreement after User has submitted Event(s) to the System, such User's Event(s) shall be cancelled on the System.

7. **Confidentiality.**

- 7.1 **Confidential Information.** Each Recipient understands and acknowledges that the Confidential Information of the Discloser has been developed or obtained by such Discloser by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the Discloser that provides the Discloser with a significant competitive advantage and needs to be protected from improper disclosure. In consideration for the receipt by Recipient of any Confidential Information, Recipient agrees as follows:
- 7.1.1 **No Disclosure.** The Recipient will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of Discloser. The Recipient shall protect the Confidential Information of the Discloser with at least the same degree of care as Recipient uses to protect its own Confidential Information of a similar nature, but in no case with less than a reasonable standard of care.
- 7.1.2 **No Copying/Modifying.** Recipient will not copy or modify any Confidential Information without the prior written consent of Discloser.
- 7.1.3 **Unauthorized Use.** Recipient shall promptly advise Discloser if Recipient becomes aware of any unauthorized disclosure or use of the Discloser's Confidential Information.
- 7.1.4 **Employees and Consultants.** Recipient shall not disclose any Confidential Information to any employees or consultants of Recipient, except those employees or consultants that are required to have access to the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee or consultant to whom Confidential Information is disclosed shall sign a non-disclosure agreement with non-disclosure

restrictions at least as stringent as those of this Agreement at the request of Discloser.

- 7.2 Authorized Disclosure. A disclosure by Recipient of any of Discloser's Confidential Information (1) in response to a valid order by a court or other governmental body; (2) as otherwise required by law; or (3) necessary to establish the rights of either Party under this Agreement shall not be considered to be a breach of this Agreement by the Recipient; provided, however, that Recipient (where permitted under Applicable Laws) provides prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent the disclosure (where permitted under Applicable Laws). Further, the Recipient shall disclose only the minimum amount of the Confidential Information that it is legally required to furnish and, where appropriate, will exercise its best efforts to obtain written assurances that confidential treatment will be accorded to such Confidential Information.
- 7.3 Equitable Relief. In the case of a breach of the confidentiality provisions of this section, the Parties hereby agree that their respective remedies at law are inadequate, and consent to equitable enforcement of their obligations under said sections, by a court of appropriate equity jurisdiction hereunder.

8. **Proprietary Rights.**

- 8.1 The System, Software and all Documentation expressly remain the Intellectual Property of TicketSocket, and TicketSocket retains all right, title and interest in and to the same and all copies thereof. Any and all TicketSocket Marks used in connection with the licenses granted hereunder are and remain the exclusive property of TicketSocket. TicketSocket expressly reserves all rights in the System, Software, Documentation and TicketSocket Marks or otherwise, not specifically granted in this Agreement.
- 8.2 During the Term, TicketSocket may use User's Marks and any quotes attributable to User's personnel in TicketSocket's promotional materials regarding the System subject, in each instance, to User's approval, not to be unreasonably withheld or delayed. The aforementioned limited, revocable license shall terminate upon expiration of this Agreement or termination effective date.

9. **Representations and Warranties.**

- 9.1 User represents and warrants the following: (i) User is a duly authorized producer, promoter, presenter, provider, manager, reseller or representative of the Event(s), and takes all custody and responsibility with respect to the accuracy and legitimacy of the Event(s), Ticketing Transactions and related information; (ii) User has the authority and right to enter into this Agreement and fulfill its obligations hereunder and to offer, sell and honor the Ticketing Transactions for Event(s) on the System; (iii) the Event(s) and any other materials or content provided by User to the System is/are not pornographic, defamatory, racist, grossly offensive, harassing, malicious, or otherwise objectionable, and do not infringe or violate the rights of any person or entity, including, but not limited to, Intellectual Property rights, and rights of privacy and/or publicity, whether by statute or common law; (iv) User has obtained any and all necessary approvals, permits and licenses from a government entity, parent corporation, or franchisor, or any other third party, before providing Patrons with access to tickets; (v) the Event(s) and Ticketing Transactions and all use by the User of the System, including interactions with Patrons (such as cancellation policies and through any collection of PII or any Personal Data) are made in full compliance with and do not and will not violate any Applicable Laws, including without limitation, the FTCA; (vi) User will at all times comply with and honor Ticketing Transactions; (vii) information (including PII or any Personal Data)

on the System related to User's use of the System (which shall include where User, Patrons or third parties upload information in relation to an Event or Ticketing Transaction related to User) or otherwise provided to TicketSocket shall be complete and accurate.

- 9.2 TicketSocket represents and warrants the following: (i) TicketSocket is owner of the System, Documentation and all TicketSocket Marks; (ii) TicketSocket has the authority and right to license, provide and grant User the rights and access to, and permit User's use of, the System and Documentation as contemplated under this Agreement; (iii) the System and Documentation may be used for their intended purpose as contemplated and provided in this Agreement; and (iv) to the knowledge of TicketSocket, the System and Documentation and all TicketSocket Marks do not infringe or violate the rights of any person or entity, including, but not limited to, Intellectual Property rights, and rights of privacy and/or publicity, under Applicable Laws.
- 9.3 SUBJECT TO THE SLA, THE SYSTEM, SERVICES AND DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND TICKETSOCKET MAKES NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED. TICKETSOCKET EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CYBER-SECURITY (except to the extent required by Applicable Law) AND NONINFRINGEMENT.
- 9.4 Except as expressly provided in the SLA, TicketSocket makes no representation or warranty that the System will: (i) be uninterrupted, timely, secure, complete, accurate or free from defects, or (ii) operate in conjunction with hardware, operating systems, environments or software not specified or approved by TicketSocket, or that are incompatible with the current release or update of the System. User acknowledges that TicketSocket does not commit to supporting or specifying any particular browsing or operating platform, and that TicketSocket has the right at any time to revise and modify its web pages, release subsequent versions thereof, and/or alter features, specifications, capabilities, functions, and other characteristics of the System, all without notice to User. User shall be solely responsible for its use of the System (which shall include where User, Patrons or third parties use the System in relation to an Event or Ticketing Transaction related to User) and User acknowledges and agrees that TicketSocket shall not be liable to User in respect of any errors or non-compliance with Applicable Laws in this regard.
- 9.5 No oral or written information or advice given by TicketSocket, its dealers, agents or employees shall create a warranty of any kind.
- 9.6 NOTWITHSTANDING THE GOVERNING LAW CHOSEN BY THE PARTIES PURSUANT TO SECTION 16.1, IF THE LAWS OF ANY JURISDICTION DISALLOWS THE DISCLAIMER OF ANY WARRANTY HEREUNDER, THEN TO THE EXTENT ALLOWABLE BY APPLICABLE LAWS, SUCH MINIMUM WARRANTIES AS IMPLIED BY SUCH APPLICABLE LAWS SHALL APPLY AND BE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE EFFECTIVE DATE.
10. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF BUSINESS, PROFITS OR GOODWILL, LOSS OF USE OR DATA, LOSS OR CORRUPTION OF DATA, INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM USER'S OR ANY THIRD PARTY'S USE OR INABILITY TO USE THE SYSTEM, AND NEITHER PARTY SHALL BE LIABLE FOR ANY THIRD PARTY HARDWARE, SOFTWARE, AND/OR SERVICES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, REGARDLESS OF WHETHER THE PARTY WITH THE ALLEGED LIABILITY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGES. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT, TICKETSOCKET'S LIABILITY TO USER SHALL NOT, FOR ANY REASON, EXCEED THE AGGREGATED FEES COLLECTED BY TICKETSOCKET

FROM USER OVER THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE ALLEGED LIABILITY. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY OF THIS SECTION SHALL NOT APPLY TO A PARTY'S OBLIGATIONS OF INDEMNIFICATION, OR CLAIMS OF A BREACH OF CONFIDENTIALITY, GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT; PROVIDED, HOWEVER, THAT SUCH LIABILITY ON THE PART OF TICKETSOCKET SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY TICKETSOCKET'S INSURER IN RESPECT OF THE RELEVANT LIABILITY UNDER TICKETSOCKET'S POLICIES OF INSURANCE.

11. Indemnification.

- 11.1 User shall defend, indemnify and hold harmless TicketSocket and its officers, directors, owners, agents, and employees (the "TS Indemnified Party") from any and all third party claims, damages, injury, losses, costs and expenses (including the reasonable fees of attorneys and other professionals) ("Claims") that may result or arise from: (i) User's access, inability to access, and use of the System, except where such Claims are caused by a failure of the System or any component under TicketSocket's actual control; (ii) any breach by User of any of the representations, warranties, obligations, terms, or conditions of this Agreement; (iii) the failure of User or its Patrons to comply with Applicable Laws; (iv) ticketing, venue or Event(s) matters including injury claims, or disputes concerning information offered in User's Event(s) listings or otherwise included on the System; or (v) User's use of Patron data, including without limitation, use of Patron data either in compliance with, or in contravention of, User's own privacy policy ("User's Privacy Policy"). User acknowledges and will provide public notice (e.g., on User's website terms & conditions) that TicketSocket has no authority with respect to the Event(s), and that TicketSocket merely provides the System to User for User's convenience.
- 11.2 TicketSocket shall defend, indemnify and hold harmless User and its officers, directors, owners, agents, and employees (the "User Indemnified Parties") from any and all Claims that may result or arise from TicketSocket's breach of any of the representations, warranties, obligations, terms, or conditions of this Agreement applicable to or made by TicketSocket.
- 11.3 As the Parties intend complete indemnification, all costs and expenses of enforcing this provision also shall be reimbursed to the TS Indemnified Party or the User Indemnified Parties, respectively. When seeking indemnification, such Indemnified Party shall: 1) promptly notify the indemnifying Party in writing of the claim, suit, or proceeding for which indemnification is sought, 2) upon indemnifying Party's request, permit the indemnifying Party to control the defense and settlement negotiations of the claim, suit or proceeding, 3) cooperate with the indemnifying Party as reasonably requested to assist in the defense and/or settlement of the claim, suit or proceeding, and 4) have the right to provide for its own separate defense at its own expense.

12. Patron Data; Security and Privacy.

- 12.1 The Parties acknowledge as defined by the EU GDPR and similar Data Protection Laws (if and to the extent applicable), User is the Controller with respect to all Patron Personal Data it collects in using the System under this Agreement, and that TicketSocket is the Processor. In User's capacity as the Data Controller, it has the sole and exclusive authority to determine the purposes and means of the Processing of all Patron Personal Data, which User is exercising through use of the System as provided by TicketSocket. User shall notify TicketSocket in writing if the System is intended to be used to offer services to individuals within the European Economic Area and/or the United Kingdom or Switzerland (whether or not specific nations are part of the European Economic Area) (collectively, "European Data Subjects") in a manner which falls under the scope of the EU GDPR or UK GDPR. Nothing in this Section 12.1 shall limit the obligations of the User under Section 12.3, and the

indemnification provisions of Section 11.1 are made expressly applicable to this Section 12.1. If and to the extent European Data Subjects are to be offered services by User, the provisions of the TicketSocket EU/UK GDPR Addendum ("GDPR Addendum") at <https://ticketsocket.com/ticketsocket-gdpr-swiss-and-uk-dpa-16-december-2022-2/> apply to this Agreement and are incorporated herein in full. TicketSocket reserves the right to amend the GDPR Addendum upon reasonable notice to User.

- 12.2 The Parties acknowledge that under the CCPA (if and to the extent applicable), User is a Business with respect to Patron Personal Data it collects in using the System under this Agreement, and that TicketSocket is a Service Provider. The provisions of the TicketSocket CCPA Addendum ("CCPA Addendum") at <https://ticketsocket.com/ccpa-addendum/> apply to this Agreement, and are incorporated herein in full. TicketSocket reserves the right to amend the CCPA Addendum upon reasonable notice to User.
- 12.3 User and TicketSocket acknowledge and agree that each Party is responsible for its compliance with applicable Data Protection Laws.
- 12.3.1 User represents and warrants that User is in compliance with the relevant provisions of applicable Data Protection Laws (including those relating to the User's use of Patron Personal Data in connection with the Services), including but not limited to the laws applicable due to jurisdiction and/or location of User, Processor and/or the Patron: i) requiring that User as Controller provide all required notices, and obtain all required opt-in consents from each individual with respect to such individual's Personal Data (unless the forgoing notices and consent obligations are a contracted duty or software function of TicketSocket), and ii) pertaining to any processing instructions that User gives to TicketSocket.
- 12.3.2 User represents and warrants that: i) its agreements with Patrons (including but not limited to User's Privacy Notice, Terms of Service and Ticketing Transactions and any cancellation policies (collectively the "ToS") are compliant with all Applicable Laws (including but not limited to the Data Protection Laws and consumer protection laws), and ii) User's Privacy Notice (posted on User's website) accurately reflects User's usage of Patron Personal Data, provides all required notices under the Data Protection Laws, and includes provisions stating that Patron Personal Data may be aggregated, anonymized and used by User and TicketSocket for business purposes, as well as for the purposes described in Section 12.4 and 12.5.
- 12.3.3 User also warrants and represents that its contracts for services which are facilitated by the use of the System, including without limitation all Ticketing Transactions, do not include TicketSocket as a party, and that TicketSocket shall have no obligations or liabilities in relation to such contracts or User's access to or use of data generated through use of the System by User or its Patrons.
- 12.3.4 User is and shall remain solely responsible for ensuring that any documents it uses meet its commercial and other requirements, for the compliance of such documents with all Applicable Laws, including without limitation the Data Protection Laws, for compliance with consumer protection laws, for ensuring that such documents and all information that User presents to its customers and Patrons are presented in the appropriate language(s), and otherwise as may be required pursuant to any Applicable Laws.
- 12.4 Only during such time and to the extent necessary to fulfill the below purposes, User agrees that TicketSocket may store and/or Process Patron Personal Data through the System under any Ticketing Transaction in order to provide, maintain, protect, improve or redevelop the

System, and/or to protect TicketSocket, User, and Patrons. TicketSocket shall Process, store and protect such Patron Personal Data in compliance with TicketSocket's published security and privacy policies, and Applicable Laws (including but not limited to Data Protection Laws). TicketSocket will not use any Patron Personal Data to directly or indirectly solicit or contact any Patron (either individually or in the aggregate) unless such contact is necessary to resolve issues or disputes regarding Ticketing Transactions on behalf of the User, or unless otherwise expressly authorized by User or the relevant Patron. TicketSocket will not sell, disclose, modify, transfer or rent any Patron Personal Data to any third party except as directed by User.

- 12.5 **"De-Identified Data"** shall mean any Patron Personal Data from which personal identification characteristics have been removed (which means it cannot be defined as Personal Data under Data Protection Laws), that may then be combined with other data for non-personal trends analysis. TicketSocket may Process Patron Personal Data to generate De-Identified Data. User hereby grants TicketSocket a limited, perpetual, irrevocable, nonexclusive, royalty-free, sublicensable and transferable license to copy, modify, distribute, sell, make available and otherwise use De-Identified Data for TicketSocket's business purposes, including without limitation, improvements of the System. Upon written notice, User may require TicketSocket to: (i) verify that the data are de-identified (in compliance with CCPA and GDPR, if applicable) prior to the foregoing license becoming effective; and (ii) confirm in writing to User that the de-identification process does not allow Patrons to be re-identified.
- 12.6 TicketSocket will use industry standard systems and procedures to ensure the security and privacy of Patron data; protect against anticipated threats or hazards to the security or integrity of Patron Data in the System; and to protect against unauthorized access to or use of Patron Personal Data. TicketSocket does not store any credit card or similar information within the System.
- 12.7 TicketSocket will provide User with an account ID and password that allows User to add, modify, or update Event and other User data on the System. User agrees to be solely responsible for the confidentiality of User's ID and password. To the extent of User's knowledge, User agrees to notify TicketSocket immediately of any unauthorized use of User's password, ID, or any other breach of security discovered by User.
- 12.8 Where the Business is subject to the CCPA, the Parties hereby agree to adhere to the additional terms of the CCPA Addendum.
13. **Ticketing Confirmation.** User agrees to accept, honor, and fulfill all ticketing commitments and other Ticketing Transactions that have been confirmed by the System. The System may provide a unique Patron number and Ticketing Transaction confirmation number by which User may identify each Patron and/or Ticketing Transaction. Notwithstanding the foregoing, User is solely responsible for verifying each Patron number, name, address, membership status, and/or confirmation number at or prior to any Event. User will provide TicketSocket with advance notice and language of any confirmation requirements or restrictions that User may request that TicketSocket should implement within the System, Ticketing Transactions or confirmations.
14. **System Availability.** User understands and agrees that the System may, at times, be inaccessible or inoperable for any reason, including, but not limited to: (i) equipment or communications malfunctions; (ii) periodic maintenance, repairs, or administrative reviews that TicketSocket may undertake from time-to-time; or (iii) causes beyond TicketSocket's control and/or that are not reasonably foreseeable by TicketSocket.
15. **Technical Support.** TicketSocket will provide an e-mail form to User by which User can obtain

technical assistance in dealing with any difficulties which may arise in connection with User's use of the System. Except as set forth in the SLA, TicketSocket will attempt to provide such support in a timely manner, but makes no guarantees that it will respond to User's inquiries within a particular time period.

16. **General.**

- 16.1 **Governing Law; Exclusive Jurisdiction.** This Agreement, and all the rights and duties of the Parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced in accordance with the law of the State of Delaware in the United States (excluding any conflict of laws provisions of the State of Delaware that would refer to and apply the substantive laws of another jurisdiction). To the degree that any litigation should arise not covered by the AAA arbitration contemplated in the subsequent paragraph, any suit or proceeding relating to this Agreement shall be brought in the state or federal courts of Delaware. Each of the Parties consents to the exclusive personal jurisdiction and venue of the courts located in Wilmington, Delaware and waives any right to object on the basis of inconvenient forum.
- 16.2 **Dispute Resolution.** The Parties agree to attempt in good faith to resolve any controversy, claim, or dispute of any nature whatever arising out of, or relating to, this Agreement, or the breach, termination, enforceability, or validity of this Agreement (a "Dispute") promptly by negotiation between executives or managers who have authority to settle the Dispute. If the foregoing informal resolution does not resolve the Dispute within thirty (30) days, the Parties hereto agree to submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. Any such arbitration shall proceed in accordance with the laws of the State of Delaware, but the venue of any such arbitration shall be held in New York City, New York, in the English language. Within ten (10) calendar days after the arbitration demand is served upon a Party, the Parties must jointly select an arbitrator with at least ten (10) years' experience in that capacity, which must include substantial experience with disputes involving software and related services. If the Parties do not agree on an arbitrator within ten (10) calendar days, a Party may petition the AAA in order to appoint an arbitrator. The decision of the arbitrator shall be final and binding and no Party shall have rights of appeal. Each Party shall bear its own costs and fees in connection with the arbitration, however, the arbitrator shall have the power to order one Party to contribute to the reasonable costs and expenses of the other Party, or to pay all or any portion of the costs of the arbitration. This provision shall not limit either Party's right to petition for interim judicial relief, such as an injunction, specific performance or similar relief.
- 16.3 **Independent Contractors.** The Parties and their respective personnel are and shall be independent contractors and neither Party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.
- 16.4 **Notices.** All notices, requests, consents, approvals, or authorizations in connection with this Agreement must be given in writing, and will be deemed given as of (i) the day they are delivered on paper by an internationally recognized express delivery service, (ii) the day they are delivered by fax transmission or e-mail, if the Parties regularly communicate with one another by such means and the sending Party receives reasonable assurances that the communication has been received by the other Party. Any notice given in connection with this Agreement shall be delivered to the addresses set forth in the preamble to this Agreement (for TicketSocket) or in the **TicketSocket User Agreement** (for the User), or to any other address as such Party may designate in writing. Either Party may change the address above by giving notice to the other Party pursuant to this Section.

- 16.5 Force Majeure. Each Party shall be excused from performing any of its obligations hereunder, in whole or in part, as a result of delays caused by the other Party or a third party or by an act of God, war, riot, civil commotion, explosion, fire, failure of communications infrastructure, government action, court order, epidemic or other circumstance beyond its reasonable control. If any of the above-enumerated circumstances prevent, hinder or delay performance of either Party's obligations hereunder for more than thirty (30) calendar days following written notice of the circumstance, the Party not prevented from performing shall have the right to terminate this Agreement without liability or penalty as of the date specified by such Party in a written notice of termination to the other Party.
- 16.6 Binding Nature. Subject to all other provisions herein contained, this Agreement shall be binding on the Parties and their successors and permitted assigns.
- 16.7 Assignment. User may not assign or otherwise transfer this Agreement, or any part hereof, nor delegate any of its duties hereunder, whether by operation of law or otherwise, to any third party or affiliate without the prior written consent of TicketSocket.
- 16.8 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other part of this Agreement, but the Agreement shall be construed as not containing the particular provision or provisions held to be invalid or unenforceable.
- 16.9 Waiver. No delay or omission by either Party hereto to exercise any right occurring upon any noncompliance or default by the other Party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement herein contained.
- 16.10 No Construction Against Drafter. The Parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.
- 16.11 Entire Agreement; Modification. This Agreement sets forth the entire, final and exclusive agreement between the Parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the Parties. This Agreement may be modified only pursuant to a writing executed by authorized representatives of the Parties or other method made pursuant to this Agreement (including any modification that may be evidenced through an electronic acceptance process). The Parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any oral modifications to this Agreement; and (b) any other amendments that are based on course of dealing, waiver, reliance, estoppel or other similar legal theory. The Parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.
- 16.12 No Third Party Beneficiaries. Nothing in this Agreement shall create any rights in any third party beneficiaries, and neither Party has any obligation to any third party by virtue of this Agreement.
- 16.13 Non-Solicitation. During the Term and for a period of twenty four (24) months after any termination or expiration of this Agreement, or for any shorter period which may be mandated by Applicable Law, User shall not directly or indirectly, engage in any business

activity (whether as an employee, proprietor, officer, director, agent, trustee, or partner) that knowingly: (a) interferes with a third party's existing or planned business with TicketSocket, or (b) interferes with, disrupts or attempts to disrupt any employment or contractual relationship between TicketSocket and a third party to the extent that User is aware of such relationship with TicketSocket. The Parties acknowledge that any breach of these provisions will cause immediate, irreparable and continuing damage to TicketSocket for which there is no adequate remedy at law. In the event of any breach or violation or threatened breach or violation of this non-solicitation provision, TicketSocket shall be entitled to temporary, preliminary and/or permanent injunctive relief and such other legal and equitable remedies as may be provided by applicable law, without the necessity of posting any bond or other security.

- 16.14 Non-Competition. Without prejudice to TicketSocket's Intellectual Property rights that are preserved in full for the duration of such rights, for a period of sixty (60) months after any termination or expiration of this Agreement, User shall not make any attempt to duplicate or emulate the functionality of the System or any of its data, programs, processes (including sequencing of such), services, tools, technologies, systems, trademarks or other Intellectual Property in an effort to compete directly or indirectly with TicketSocket or in an effort to aid any third party in competing directly or indirectly with TicketSocket.
- 16.15 Headings. The paragraph headings of this Agreement are for convenience and shall be given no legal significance.
- 16.16 Counterparts. This Agreement may be executed through electronic means and/or in one (1) or more duplicate originals, all of which together shall be deemed one and the same instrument.
- 16.17 Survival. Sections 1, 3, 5, 6.3, 7, 8, 9, 10, 11, 12, and 16 shall survive any termination or expiration of this Agreement.