

SEETICKETS STANDARD TERMS & CONDITIONS

1. Definitions and Interpretation.

(a) In the SeeTickets Service Agreement and these Standard Terms & Conditions, the following terms have the following meanings:

The term “**Affiliate**” with respect to a Party means, each person or entity that Controls, is Controlled by, or that is under common Control with, such Party;

The term “**Agreement**” means the SeeTickets Service Agreement between SeeTickets and Client, including accompanying Schedule(s), if any, as amended from time to time by written agreement of the Parties;

The term “**Applicable Laws**” means all local, state, federal and international laws, regulations and standards applying to the person or circumstance in question, including without limitation standards imposed or notices issued by any governmental or regulatory authorities and all generally applicable industry standards, including without limitation those attributable to self-regulation, all as amended from time to time;

The term “**Chargeback**” means a card transaction which is returned to SeeTickets by the company which processes debit and credit card transactions on behalf of SeeTickets;

The term “**Client**” means SeeTickets’ counterparty to the Agreement, as set forth in the first paragraph of the Agreement. The term “**Commencement Date**” means the date specified in the Agreement as the first day of the Initial Term; The term “**Control**” means, with respect to any entity, the ownership or control, directly or indirectly, of more than 20% of the outstanding voting stock of such entity, or otherwise possessing the power to direct the management and policies of such entity;

The term “**Credit Card Processing Fee**” means the charges set forth in the Agreement, in respect of the costs incurred by SeeTickets for debit and credit card processing;

The term “**Customer**” means any person to whom a Ticket is sold by SeeTickets on behalf of Client pursuant to the Agreement;

The term “**Customer Fee**” means the fee charged to a Customer per Ticket in respect of the sale of Tickets on behalf of Client by SeeTickets, as set forth in and governed by the Agreement;

The term “**Extension Term**” has the meaning set forth in Section 1 of the Agreement;

The term “**Event(s)**” means any and all performances, productions or other events, or series of events, of any kind, promoted, produced, sponsored or hosted by Client or any of its Affiliates, either individually or jointly with others, and whether directly or indirectly, for which Tickets are made available for sale to the public during the Term, including, without limitation, all specific event(s) set forth in the Agreement;

The Term “**Face Value,**” also referred to in the SeeTickets platform as ticket price, means monies collected from Ticket Receipts excluding any Customer Fee, Facility Fee, Shipping Fee, Credit Card Processing Fee, Printed Ticket Fee, less any discounts or promotions and associated taxes;

The term “**Facility Fee**” means the fee charged to a Customer per Ticket and collected by SeeTickets on behalf of Client, as set forth in and governed by the Agreement.

The term “**Fee Bearing Ticket**” means a Ticket sold by Client or an Affiliate of Client for which the Customer Fee and the Credit Card Processing Fee apply, excluding any Tickets that are refunded, incur a Chargeback, Printed Tickets, complementary and promotional Tickets.

The term “**Initial Term**” has the meaning set forth in Section 1 of the Agreement;

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The term “**Intellectual Property Rights**” means all patents, trademarks, service marks, domain names, logos, devices, design rights, copyright, database rights, know-how, trade secrets and other confidential information, trade or business names and other similar rights whether registrable or not, subsisting in any part of the world;

The term “**Party**” means each of SeeTickets and Client;

The term “**Printed Ticket Fee**” means the fee charged to Client per Ticket printed by SeeTickets for Retail Sale;

The term “**Retail Sale**” means the sale of any Ticket printed for the purpose of onward sale by Client or by a third party nominated by Client;

The term “**See Tickets US Terms of Purchase**” means the terms and conditions published here <https://explore.seetickets.us/terms/> which SeeTickets issues to Customers in connection with the sale of Tickets, which may be revised from time to time in SeeTickets’ sole discretion;

The term “**Service/Merchandise**” means any service or merchandise for which the Parties agree that SeeTickets shall make Tickets available for sale to Customers during the Term;

The term “**Shipping Fee**” means the fee, if any, charged to Customers per order, to fulfill each Ticket sale to a Customer, as set forth in and governed by the Agreement;

The term “**Term**” has the meaning set forth in Section 1 of the Agreement;

The term “**Termination Date**” means the date (if any) specified in the Agreement as the date on which the Term shall end;

The term “**Ticket**” means a ticket or voucher or any similar instrument or right evidencing entitlement of admission to a Venue for Event(s) or the right to receive Service/Merchandise;

The term “**Ticket Price Subtotal**” means the sale price(s) informed in writing by Client to SeeTickets for the relevant Event(s) from time to time (including any applicable Transaction Tax and Facility Fee) but, for the avoidance of doubt, excluding any Customer Fee, Shipping Fee, Credit Card Processing Fee, Printed Ticket Fee. (For agreements executed prior to July 1, 2021 this term was known as “**Ticket Price**”);

The term “**Ticket Receipts**” means the monies received by SeeTickets from Customers for Tickets sold in respect of the relevant Event(s), less any Chargebacks (and excluding any monies subsequently refunded to Customers);

The term “**Transaction Tax**” means any sales, amusement, admissions, or other tax imposed by a governmental authority upon or in connection with the sale of Tickets;

The term “**Transaction Value**” means the cumulative value of the ticket price, plus any fees – including customer fee, facility fee, and shipping fee, if applicable; and

The term “**Venue**” means the physical location of Event(s) for which SeeTickets provides ticketing services;

(b) For purposes of the Agreement, references to (i) an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof, or (ii) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

(c) SeeTickets shall not at any time own or have any title to any Tickets.

2. Settlement.

(a) Unless otherwise set forth in the Agreement or agreed by the parties in writing, upon completion of Event(s), SeeTickets shall pay Ticket Receipts and Facility Fees from Event(s) due to Client, to the bank account nominated by Client. SeeTickets shall make reasonable efforts to complete such settlement payments within Ten (10) business days of the completion of the Event. Client shall be responsible for any receiving bank charges or other costs associated with international transfers. For the avoidance of doubt,

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SeeTickets shall retain and not be required to pay or refund to Client or Customers, as applicable, Customer Fees, Shipping Fees and Credit Card Processing Fees.

(b) For larger Events, SeeTickets may hold funds (Ticket Receipts and Facility Fees) up to Three Percent (3%) of full Settlement (i.e. total Event related Ticket Receipts and Facility Fees) for a standard time period of Three (3) months but not to exceed One Hundred and Twenty (120) days post Event in alignment with the timeframe most consumers have to file a credit card dispute, for the purposes of covering the cost of credit card chargebacks related to the Event.

(c) Notwithstanding any agreed variation to clause 2(a), SeeTickets may (at its sole discretion) revert to the original terms of clause 2(a) immediately upon written notice to Client, should SeeTickets (acting reasonably), at any time, have any concerns about the creditworthiness of Client.

(d) SeeTickets may deduct and set off any monies owed to SeeTickets against Ticket Receipts and Facility Fees to be remitted to Client.

(e) Client shall be solely responsible for the calculation, collection, and remittance and reporting to the appropriate taxing authority of any Transaction Tax applicable to the sale of Tickets, and Client shall indemnify SeeTickets from any liability resulting therefrom.

3. Ticket Refunds and Replacements.

(a) Client agrees that if: (i) Event(s) is/are canceled; or (ii) Event(s) is/are postponed or is/are subject to a significant variation such as to entitle Customer to a refund; or (iii) SeeTickets cancels an order for Tickets because SeeTickets considers that the transaction may be fraudulent, Customer purchases more than the permitted maximum number of Tickets; or (iv) Tickets are lost or damaged during delivery to Customer and SeeTickets agrees to grant Customer a refund; or (v) the parties agree that Customer is entitled to a refund for any other reason, and Customer requests such refund, then Client shall promptly (and in any event within 48 hours of request by SeeTickets) reimburse SeeTickets with the necessary monies, or to the extent SeeTickets already holds sufficient monies as Ticket Receipts SeeTickets may retain the necessary monies, for the purpose of that refund and provided it has received or holds such monies shall refund the relevant Ticket Price to Customer.

(b) In accordance with SeeTickets Terms of Purchase (which Client shall abide by throughout the Term), "once purchased, tickets cannot be refunded unless the Event is canceled, or moved to another date. If the Event has been canceled or postponed, the customer may be entitled to a face value, plus tax refund (this is subject to the Client's posted refund policy). All fees (booking, service, transaction, processing, shipping, fulfillment) are non-refundable. However, specific to fulfillment of RFID wristbands, SeeTickets shall refund fulfillment fees ONLY if the physical fulfillment of these Tickets have NOT commenced as of the date of the Refund.

In order to expeditiously execute Refunds (which shall take place no later than 30 business days from the original Event date), the following Refund options shall be available to Client:

(i) All Refunds shall be equal to the Face Value plus Tax of the Ticket (i.e. net of all Fees) - i.e. per the Terms of Purchase Policy stated above;

(ii) All Refunds shall be equal to the Check Out Value at time of Purchase (i.e. shall be inclusive of all Fees) and Client shall be billed, at Settlement by SeeTickets, the value of all Fees SeeTickets earned at time of Purchase;

(iii) SeeTicket is able to execute Refunds that include the following elements of the Ticket purchase - Face, Facility Fee, Service Fee, Tax, Shipping (fulfillment) and Ticket Protection. Transactions that take place on independent merchant accounts (i.e. auth.net) may limit the ability of SeeTickets or the Client from executing Refunds for transactions older than 120 or 180 days and SeeTickets shall not be responsible for managing those limitations. Refunds relative to fully consummated Payment Plan orders will be handled in the same fashion as described above (unconsummated Payment Plan orders are never Refunded).

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(iv) Relative to failed Refunds (due to customer credit cards used at original date of purchase no longer being active, Client shall be responsible for remitting checks direct to customers for these Refunds.

(v) Specific to Shipping Fees - SeeTickets may opt (at its sole discretion) to waive charging the Client these Fees in (ii) above if physical Fulfillment had not been executed at the date of Refund;

(c) In the event that Tickets are lost or damaged during delivery and SeeTickets provides Customer with duplicate Tickets, SeeTickets shall be entitled to charge Client for the reasonable costs of providing such duplicates.

4. Client Obligations.

(a) Throughout the Term, Client shall: (i) ensure that Event(s) shall be organized and fulfilled by Client in accordance with Applicable Laws at all times; (ii) fully comply with all its obligations to Customers in relation to Event(s) arising from the sale of Tickets by SeeTickets on Client's behalf; (iii) fully comply with any reasonable requests for information from SeeTickets regarding the status of Event(s) and/or Client's creditworthiness; (iv) inform SeeTickets as soon as possible if any individual Event for which Tickets are or have been made available by SeeTickets will or may be canceled, postponed or otherwise fulfilled in a manner different to previously promoted or marketed; ((v) promptly and efficiently deal with any complaint, dispute or after-sales inquiry relating to Tickets or SeeTickets raised by a Customer of which Client becomes aware; and (viii) give SeeTickets reasonable notice if at any time it expects that the volumes of sales of Tickets will be materially higher or lower than the volumes that SeeTickets would expect under normal circumstances.

(b) Client represents and warrants that: (i) it has the full right and authority to enter into the Agreement, to grant the rights granted therein, and to fully perform its obligations thereunder; (ii) all Tickets sold pursuant to the Agreement may be lawfully sold by SeeTickets; (iii) it shall be responsible for obtaining all licenses, registrations, permits or approvals necessary or advisable for the promotion and sale of Tickets by SeeTickets; (iv) all information provided by Client to SeeTickets, including without limitation financial statements, settlement reports, Ticket sales data, schedules of Event(s) expenses, entity ownership information, and Venue contracts, whether verbally or in writing, is true; and (v) it shall comply with all Applicable Laws, including without limitation domestic and foreign anti-corruption laws.

(c) Client hereby represents and warrants that Client has the sole right to control ticketing for, and appoint SeeTickets as exclusive ticketing agent for, Events(s).

(d) SeeTickets shall sell Tickets on behalf of Client for Event(s), and SeeTickets shall charge the Customer the Ticket Price in respect of such Tickets on behalf of Client.

(e) During the Term, Client shall not, individually or as part of a group, permit any person or entity, other than SeeTickets, to sell Tickets on behalf of Client for Event(s), regardless of the name by which Event(s) is/are identified.

(f) Client is entirely responsible for Event(s) and for the availability to Customers of all relevant information, terms, conditions and rules. SeeTickets will sell Tickets on SeeTickets US Terms of Purchase, which will require Customers to observe Event(s) terms, conditions and rules. To the extent there is any conflict between SeeTickets US Terms of Purchase and any Event(s) terms, conditions or rules, Client agrees that SeeTickets US Terms of Purchase will apply to Customer's purchase. Client acknowledges that it has reviewed SeeTickets US Terms of Purchase and agrees to comply with all of the stated terms and conditions therein, as well as with any revisions to such terms and conditions which may be made in SeeTickets' sole discretion and notified to Client from time to time.

(g) Client shall notify to SeeTickets in advance of the sale of any Tickets, any significant, onerous or unusual terms or restrictions relating to Event(s) or the sale of Tickets, including (but not limited to) any age or eligibility restrictions that it requires SeeTickets to advise Customers purchasing Tickets, and SeeTickets shall use reasonable efforts to highlight such terms to Customers at or before the time of purchase.

(h) Client shall be responsible for all Chargebacks resulting from Ticket sales for Event(s) and shall indemnify SeeTickets and SeeTickets' Affiliates for the amount of any Chargeback and all charges, costs and other losses connected to such Chargeback.

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SeeTickets shall take reasonable measures to minimize the risk of Chargebacks resulting from fraudulent use of credit and debit cards.

(i) SeeTickets does not undertake to procure or to guarantee any minimum or maximum volume of Ticket sales. The volume of Ticket sales shall be entirely at Client's risk.

(j) Throughout the Term, subject to reasonable scheduled downtime for maintenance or system upgrades and otherwise to website accessibility disruptions beyond SeeTickets' reasonable control, SeeTickets shall ensure that the website is available at all times while Tickets are available for sale, in order to enable Customers to book Tickets, obtain Event(s) information and submit inquiries in relation to Event(s) online; and (iv) appoint a client services representative in respect to Event(s) to liaise with Client in respect of sales figures for Event(s) and other day-to-day issues.

(k) SeeTickets shall use its experience and knowledge to take reasonable steps to limit the possible exposure to both Parties of credit card fraud and other fraudulent transactions. In the event of any such occurrence prior to the date of an individual Event, SeeTickets may seek the agreement of Client (not to be unreasonably withheld or delayed) for the cancellation of Tickets sold for resale to alternative Customers.

(l) Any returned Tickets may be resold as Tickets in accordance with the Agreement.

(m) Any Event that is on sale prior to the end of this Agreement will remain on sale exclusively with SeeTickets until this Event takes place.

(n) In respect of the fulfillment of Tickets in the U.S.A, SeeTickets will charge Customers the following Shipping Fee per order.

| Fulfillment Method | Shipping Fee per Order |
|----------------------------------|------------------------|
| Print@Home / Mobile | \$0.00 |
| SMS Message Delivery | \$0.10 |
| USPS First Class Letter | \$4.00 |
| USPS First Class Package Tracked | \$13.00 |
| USPS Priority Mail Tracked | \$25.00 |

(o) SeeTickets maintains a network of affiliate websites who automatically push sales for the Client. For each Ticket purchased through a referral program SeeTickets is authorized to collect up to an additional Fifty Cents (\$0.50).

(p) SeeTickets shall be entitled to increase the Shipping Fee, Printed Ticket Fee, Credit Card Processing Fee and price per RFID Bracelet (or other fees) to the extent such fees are affected by third party price increases (e.g., the US Postal Service, labor, etc). SeeTickets shall inform Client in advance of such fee increases (except the annual Customer Fee increase stipulated above), and shall not increase the fees for Events that are already on-sale.

(q) Client acknowledges SeeTickets' employees are required to follow the VH1 Group Code of Conduct published at this link [<https://explore.seetickets.us/client-terms/>] and agrees to make reasonable efforts to encourage his employees to behave accordingly.

(r) Client acknowledges SeeTickets' onsite equipment requires dedicated internet/wifi signal for the use by SeeTickets equipment for box office sales and scanning. Under no circumstances will SeeTickets accept hotspots or similar localized wifi deployments as adequate for on-site operational purposes. For major events, SeeTickets team may bring a backup system. If backup is used due to inadequate internet/wifi provided by Client, Client agrees to pay the rental of \$750 for such internet/wifi provision.

(s) Client shall be solely responsible for ensuring the accuracy of the checkout value for all Ticket types for all Events placed on sale on the SeeTickets platform. The checkout value includes Face Value and all fees (including Facility Fees). In an instance where Face Value and/or Facility Fees are inaccurate following an Event on sale, the client will be responsible for the financial impact of any error.

(t) Client acknowledges that ID&C will be the default RFID and cashless wristband provider when applicable, unless the Client and SeeTickets have agreed in writing that another provider can be utilized. In this instance, Client shall be responsible for confirming that the approved alternative vendor can provide wristbands shall conform with the SeeTickets platform requirements, shall have

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UID numbers that shall not be duplicative of any other UIDs provided by ID&C to SeeTickets. In addition, the alternative vendor must provide SeeTickets with sample wristbands to test in advance of fulfillment, with such timing determined by SeeTickets in its sole discretion. Any failure to meet the above requirements shall be the sole responsibility of the Client, including Client incurring the cost of purchasing replacement wristbands that work with the SeeTickets platform.

5. Promotional Rights.

(a) Throughout the Term, Client shall grant the following rights to SeeTickets the non-exclusive right to use images of Client and Event(s) logos and signage from Event(s) in SeeTickets' promotional and marketing materials, both during and following the Term. (b) Client acknowledges and agrees that if Client contributes, provides or makes available any content to Event(s)'s website (the "**Event(s) Site(s) Content**"), Client grants to SeeTickets a non-exclusive, worldwide, royalty-free, non-transferable, non-sublicensable (except to third party vendors but solely for providing services for SeeTickets and not for their own use) right and license to use, reproduce, adapt, modify, distribute, translate, publish, create derivative works based on, perform, display and otherwise exploit Event(s) Site(s) Content, in whole or in part, in any media now known or hereafter developed, in connection with SeeTickets' promotion and sale of Tickets as well as for use in SeeTickets' promotional and marketing materials both during and following the Term. Client may terminate this license at any time by delivering written notice to SeeTickets and un-publishing all applicable Event(s) listings from the Event(s)'s website (provided that if Client re-publishes any Event(s) listings, the license shall be deemed to be renewed).

6. Data Protection.

(a) SeeTickets may use group companies or third party data processors, located globally, for the processing of Customers' personal data, and SeeTickets (or such group company or third party data processor, as applicable) shall comply with its obligations as the data processor under Applicable Laws.

(b) SeeTickets will share Customers' personal data with Client. Client shall be deemed the data controller, and Client shall comply with its obligations under any Applicable Laws relating to data privacy. Client agrees not to use any personal data in any way that is in conflict with SeeTickets' (or the applicable group company's or third party data processor's privacy policy).

7. Intellectual Property.

(a) Each Party shall own and retain all right, title and interest in and to its Intellectual Property Rights, including, without limitation, the content and websites that such Party maintains, operates, owns and/or controls.

(b) Client grants to SeeTickets a non-exclusive, non-transferable, non-sublicensable, limited, royalty free license during and after the Term to use the Intellectual Property Rights of Client and its Affiliates in respect of Event(s) as may be reasonably required by SeeTickets from time to time to enable SeeTickets to fulfill its obligations and to exploit its rights under the Agreement and these Standard Terms & Conditions.

(c) SeeTickets grants to Client a non-exclusive, non-transferable, non-sublicensable, limited, royalty free license for the Term to use SeeTickets' logo and/or branding in accordance with SeeTickets' instructions and prior written approval to enable Client to advertise and/or promote Event(s).

(d) Both parties warrant that they have the right to grant the Intellectual Property Rights referred in clauses 8(b) and 8(c) above for the purposes contemplated in the Agreement and these Standard Terms & Conditions, and further warrant that none of the Intellectual Property Rights granted by a Party to the other Party pursuant to the Agreement or these Standard Terms & Conditions will infringe or violate the rights of any third party.

(e) SeeTickets shall indemnify Client, and Client shall indemnify SeeTickets and its Affiliates, in respect of any claim that the use of the rights granted by the other Party under this clause 7 or elsewhere in these Standard Terms & Conditions infringes the Intellectual Property rights of a third party.

(f) Except where necessary to comply with its obligations under the Agreement and these Standard Terms & Conditions, neither Party shall use for its own purposes, nor acquire, nor seek to acquire by the Agreement or any activity under it, nor represent in any way that it is entitled to any Intellectual Property Rights belonging to the other Party, which, together with all goodwill attaching thereto is and shall remain the sole property of the other Party.

8. Indemnity and Liability.

(a) SeeTickets and Client shall indemnify, defend and hold harmless the other and their respective shareholders, members, officers, directors, employees and Affiliates, as the case may be, from and against any and all losses, costs, liabilities and damages (including without limitation reasonable outside attorneys' fees and costs) resulting from any claim, suit or proceeding (threatened or otherwise) made or brought against the other Party based upon or arising out of any negligence or intentional misconduct arising out of such other Party's obligations or duties under the Agreement or these Standard Terms & Conditions, any occurrence of bodily injury, personal injury or property damage caused by the actions or conduct of any Party, or any breach of any of its representations, warranties or covenants set forth in the Agreement or these Standard Terms & Conditions.

(b) SeeTickets shall not be liable to Client for any breach by SeeTickets of its obligations under the Agreement or these Standard Terms & Conditions where such breach is caused by events beyond SeeTickets' reasonable control, including, without limitation, industrial action, failure of a utility service or transport network, or act of God.

(c) EXCEPT PURSUANT TO THE EXPRESS INDEMNITY OBLIGATION SET FORTH IN CLAUSE 9(a) ABOVE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE AGREEMENT OR THESE STANDARD TERMS & CONDITIONS. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT OR THESE STANDARD TERMS & CONDITIONS, NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

(d) To the extent permitted by Applicable Laws, in no event shall SeeTickets' total liability to Client for direct damages, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement be in excess of the amounts paid to SeeTickets under the Agreement and these Standard Terms & Conditions.

9. Termination; Force Majeure.

(a) SeeTickets shall be entitled to terminate the Agreement on the provision of Three (3) months' notice in writing to Client.

(b) Either Party may terminate the Agreement immediately on the provision of notice in writing to the other Party if that other Party: (i) commits a material breach of the Agreement or these Standard Terms & Conditions and, in the case of a breach which is capable of remedy, it is not remedied within thirty (30) business days of receipt of written notice specifying the breach and requiring its remedy; or (ii) repeatedly breaches any terms of the Agreement or these Standard Terms & Conditions in such a manner as to reasonably justify the opinion of the other Party that their conduct is inconsistent with their having the intention or ability to give effect to the terms of the Agreement or these Standard Terms & Conditions; or (iii) ceases to do business in the normal course, becomes or is declared insolvent or bankrupt, is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within sixty (60) calendar days, or makes an assignment for the benefit of creditors.

(c) Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to a Force Majeure Event. "Force Majeure Event"; means an event beyond the reasonable control of the Parties which prevents a Party from complying with any of its obligations under the Agreement, including but not limited to: (1) an act of God (such as, but not limited to earthquakes, drought, tidal waves, floods and other natural catastrophes); (2) fires, or explosions; (3) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, requisition, or embargo; (4) rebellion, revolution, insurrection, or military or usurped power, civil war, riots, or other civil commotion; (5) contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; (6) strikes, go slows, lock outs, or other labor disorder; (7) acts or threats of terrorism; (8) epidemic, pandemic (including but not limited to the Covid-19 pandemic), or quarantine; (9) breakdown of communication facilities, web host, or internet service provider; and (10) governmental acts or omissions, or changes in Applicable Laws. No Party shall be considered in breach of the Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Should an event of Force Majeure last more than six (6) months, either Party may terminate the Agreement, subject to the other provisions of this Section 9.

For the avoidance of doubt, a Force Majeure Event shall not include (1) financial distress nor the inability of either Party to make a profit or avoid a financial loss, (2) changes in market prices or conditions, or (3) a Party's financial inability to perform its obligations under the Agreement or these Standard Terms & Conditions.

(d) Any termination of the Agreement (however caused) shall not affect any rights or liabilities of either Party which have accrued prior to the date of termination, nor shall it affect the coming into force or the continuation in force of any provision of the Agreement or these Standard Terms & Conditions intended to survive such termination.

(e) On termination of the Agreement: (i) the licenses granted pursuant to clauses 8(b) and 8(c) of these Standard Terms & Conditions shall immediately terminate and both Parties shall immediately cease to use all Intellectual Property Rights provided by the other Party; and (ii) SeeTickets shall cease to promote, market, advertise or sell all Tickets.

(f) Upon any termination of this Agreement (however caused), SeeTickets shall be promptly reimbursed by Client 100% of any non-recouped Client Advance and a pro-rata portion of the Bonus (calculated from the date the Bonus was paid to Client) as of the date of termination. SeeTickets expressly reserves the right to seek additional remedies at law and in equity upon any such termination.

(g) This Section 9 shall survive any termination of the Agreement (however caused).

10. Additional Representations, Warranties and Covenants by Client.

- a) Client represents and warrants to SeeTickets that, other than this Agreement, there are no contracts, agreements, arrangements or understandings (whether written or oral) between Client and any person or entity which relate, either directly or indirectly, to the sale of Tickets by SeeTickets pursuant to this Agreement or to the Client Advance or the Bonus payable to Client hereunder.
- b) Client covenants and agrees that the entire proceeds of any Client Advance and the Bonus will be used solely for expenditures relating to and in support of Events for which Tickets will be sold by SeeTickets pursuant to this Agreement. Prior to making payment of any Client Advance and the Bonus, Client and SeeTickets will agree in writing as to the scope of such expenditures, and Client will strictly observe such agreement in making such expenditures. Client's expenditures of Client Advance and Bonus monies will be subject to audit by SeeTickets from time to time.
- c) Client further covenants and agrees that it will abide by, and cause its personnel to abide by, the Code of Conduct attached hereto with respect to all of its and their dealings with SeeTickets employees and its employees, and will report and cause its personnel to report (as described in the SeeTickets Standard Terms & Conditions referenced herein) any violation of the Code of Conduct known to, or which comes to the attention of it or them.
- d) Client acknowledges and agrees that any breach of the foregoing representations, warranties or covenants may result in termination of this Agreement by SeeTickets, among other consequences.
- e) Client acknowledges and agrees that in the instance where Client fails to comply with this Section, Client shall indemnify, defend and hold harmless SeeTickets in the manner provided for in SeeTickets' Standard Terms and Conditions.

11. General.

(a) Client will keep the provisions of the Agreement and these Standard Terms & Conditions confidential and will not disclose them to any third party unless required to do so by Applicable Laws.

(b) Client may not assign, license, sub-contract, transfer or change any of its rights or obligations under the Agreement or these Standard Terms & Conditions, in whole or in part, without the prior written consent of SeeTickets. SeeTickets may assign and/or delegate any and all of its rights and obligations under the Agreement and these Standard Terms & Conditions, in whole or in part, to (i) any entity which has merged with SeeTickets or acquired all or substantially all of its stock or assets, (ii) any designated outsourcer of SeeTickets' business functions, and (iii) any SeeTickets' Affiliate, or to any partnership or other venture in which SeeTickets participates.

(c) The Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Except as set forth in the second sentence of clause 11(b) above, no provision of the Agreement or these Standard Terms & Conditions is intended to confer upon any other person any rights or remedies in respect thereof or hereof.

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(d) Any notice to be given under the Agreement or these Standard Terms & Conditions shall be in writing and shall be sent by: (i) personal delivery, (ii) registered or certified mail (return receipt requested), or (iii) receipted courier service. Facsimile and email transmissions will not constitute valid notices hereunder, whether or not actually received. Notices will be deemed given when personally delivered, deposited with the courier service or mailed, all charges prepaid, except that notices of change of address will be effective only after actual receipt. Notices should be sent to a Party at its address set forth in the first paragraph of the Agreement (or such other address as is notified by a Party to the other from time to time).

(e) No modification, amendment, waiver, termination or discharge of the Agreement or these Standard Terms & Conditions will be binding unless it is in writing and signed by an authorized signatory of each Party.

(f) No failure or delay by a Party to exercise any right or remedy provided under the Agreement or these Standard Terms & Conditions or by Applicable Laws, shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(g) The Agreement, these Standard Terms & Conditions, and SeeTickets US Terms of Purchase set out the entire agreement between the Parties relating to its subject matter and supersedes any previous agreement relating to such subject matter which shall cease to have any further force or effect.

(h) Each Party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any representation or warranty (whether oral or written) that is not set out in the Agreement or these Standard Terms & Conditions.

(i) The Agreement and these Standard Terms & Conditions are not intended to create any partnership or joint venture relationship between the Parties.

(j) If any court or governmental authority of competent jurisdiction finds that any provision of the Agreement or these Standard Terms & Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed to be modified or deleted, and the validity and enforceability of the other provisions of the Agreement and these Standard Terms & Conditions shall not be affected.

(k) The Agreement has been entered into, or shall be deemed to have been entered into, in the State of California. The validity, interpretation and legal effect of the Agreement and these Standard Terms & Conditions is governed by the laws of the State of California applicable to contracts entered into and performed entirely within such State (without giving effect to any conflict of laws principles and regardless of the place or places of the actual execution or performance of the Agreement). The California courts (State and Federal), only, will have jurisdiction over any controversies regarding the Agreement and these Standard Terms & Conditions, and the Parties hereto consent to and irrevocably and unconditionally agree to be subject to the exclusive jurisdiction of said courts located in Los Angeles County.