



TICKET SERVICES AGREEMENT Events 365

Last updated 1-10-25

THIS TICKET SERVICES AGREEMENT (the "Agreement") is a binding agreement between Victory Live, Inc. ("Company") and any individual or legal entity who completes the registration process for Company's web-based ticketing platform known as "Events 365" and related services (the "E365 Platform") and clicks the "I Agree" or "Acceptance" button on the web page on which this Agreement is displayed ("Client").

This Agreement governs Client's use of the E365 Platform, under a non-exclusive license from Company, to enable Client to purchase event tickets via the E365 Platform, including, without limitation, on behalf of Client's customers ("Customers"). Event tickets listed for sale on the E365 Platform are referred to in this Agreement as "Tickets."

If Client entered into an agreement with Company prior to the Effective Date relating to the E365 Platform, then this Agreement will supersede and replace that prior agreement.

1. The E365 Platform and Related Services.

- a. Access to E365 Platform. During the Term, Company will provide Client with access to the E365 Platform, through which Client will have the ability to browse and purchase Tickets (including, without limitation, on behalf of Customers). The E365 Platform includes functionality that allows participating clients to search and filter Tickets in various ways including city, date, venue, and performer. Company will use commercially reasonable efforts to make the E365 Platform available 24 hours a day, 7 days a week; provided that Client acknowledges that there may be occasions when the E365 Platform is not accessible, in which case Company will use commercially reasonable efforts to restore access to the E365 Platform as soon as reasonably feasible.
- b. Security; Responsibility. Company will provide Client with a single user account (with login credentials) on the E365 Platform (the "Client Portal"). Client shall be responsible for controlling access to the Client Portal and maintaining security of Client's login credentials. Furthermore, Client will at all times be primarily liable for all Ticket purchases made through the Client Portal.
- c. Fulfillment. For each confirmed order for Tickets placed by Client via the E365 Platform, Company will arrange for the delivery of such Tickets directly to Client or the applicable Customer (as requested by Client), in digital or hard stock format (as applicable).
- d. Customer Service. Company will provide support and assistance to Client in connection with Client's orders for Tickets. Customer service is available from 9:30 a.m. until 10:00 p.m. Eastern Time, Monday through Sunday, via email (ordersupport@events365.com).
- e. Technical Support. Company will maintain a help desk to address Client's technical questions or problems regarding the E365 Platform. The help desk is available from 9:00 a.m. until 6:00 p.m. Eastern Time, Monday through Friday via email (support@victorylive.com).

2. Purchase Price (including Service Fee) / Delivery Charge / Taxes.

- a. Purchase Price. The purchase price of each Ticket ordered through the Client Portal (the "Purchase Price") shall be (i) the price for such Ticket as initially displayed on the E365 Platform (the "Base Price"), plus (ii) any service fee that Client elects to impose on such Ticket ("Service Fee"), less (iii) any discounts that Client elects to offer on such Ticket (which shall not exceed the Commission on such Ticket) ("Discount"). All Tickets purchased through the Client Portal are final, non-refundable and non-cancellable once confirmed by the selling party.

- b. Delivery Charge. Client acknowledges and agrees that Company will have the right to impose, collect and retain for Company's own account a fee for the delivery of Tickets to Client and/or its Customers (the "Delivery Charge"), in a reasonable and customary amount to be determined by Company in its good faith discretion. The Delivery Charge will be added on to each invoice at checkout.
- c. Taxes. If required pursuant to applicable law, Company will collect and remit any and all sales and/or use excise taxes ("Taxes") due in connection with the sale of Tickets through the E365 Platform.

3. **Payment to Company for Ticket Purchases.**

- a. Ticket Purchases. For all Tickets purchased through the Client Portal, Client will pay Company with an authorized credit card at the time of purchase.
 - i. In the event Client wishes to use a Customer's credit card (rather than Client's credit card) to pay for a particular Ticket order, Client must (A) obtain a written authorization from the applicable Customer to use that card as payment for that order, (B) retain that written authorization and (C) provide Company with a copy of that written authorization upon Company's request.
 - ii. In all instances, Client shall be primarily liable for payment in full to Company for all Tickets purchased through the Client Portal, regardless of the method of payment. Without limiting the foregoing, if any attempted payment fails or is rejected or challenged for any reason (including, without limitation, by reason of any credit card dispute or chargeback), then (A) Client shall be obligated to resubmit payment to Company promptly by an alternate method of payment; and (B) Company will have the right to recover all amounts due and owing to Company from any and all monies otherwise payable to Client or any Payee designated by Client under this or any other agreement between Company and Client.
- b. Refunds; Substitutions.
 - i. Refund for Tickets Not Timely Delivered. If Client notifies Company that Client has not received Tickets prior to the applicable event, then Company will use good faith efforts to investigate; and if its investigation confirms that Tickets were not timely delivered, Company will promptly refund the Purchase Price to the applicable credit card.
 - ii. Refund for Cancellations. If an event is canceled, Company will promptly refund the Purchase Price to the applicable credit card for Tickets purchased by Client to such event, upon Client's request. For clarity, if an event is postponed or rescheduled (rather than canceled), Company will not provide any refund.
 - iii. Substitutions. In the event a purchase of Tickets is confirmed by the selling party but those Tickets subsequently cannot be delivered, Company will deliver the same number of substitute tickets to the same event, in a section/row of equal or better location. If and only if Company is unable to deliver such "equal or better" substitute tickets, then Company will refund the Purchase Price to the applicable credit card.

4. **Commission; Payment of Monthly Net Share to Payee.**

- a. In consideration of Client's referral of Customers to Company via the Client Portal, Client's designated "Payee" will be entitled to a percentage commission (the "Commission") on all Tickets purchased through the Client Portal in an amount equal to seven and one-half percent (7.5%) of the Base Price. For the avoidance of doubt, the Commission is one component in the calculation of Monthly Net Share, which is defined in Section 4.c. below and payable to the Payee under Section 4.b. below.

- b. Within 15 days following the end of each calendar month during the Term, Company will calculate and pay the Monthly Net Share to the Payee; provided that no payment shall be due in any month in which the Monthly Net Share is less than Two Hundred Fifty Dollars (\$250) (it being understood that any Monthly Net Share that is earned but unpaid shall be held by Company until the first subsequent month in which Monthly Net Share equals or exceeds Two Hundred Fifty Dollars (\$250)).
- c. As used herein, the “Monthly Net Share” means the aggregate of (i) all Commissions plus (ii) all Service Fees minus (iii) all Discounts, in each case in respect of all Tickets purchased through the Client Portal for events that have occurred during the applicable calendar month. Payment will be made to the Payee via electronic means selected by Company.
- d. Upon request, Company will provide Client with an accounting statement that provides reasonable detail as to the calculation of the Monthly Net Share for such month.

5. **License and Ownership.**

- a. License to Use E365 Platform. Subject always to the terms and conditions set forth in this Agreement, Company hereby grants to Client a revocable, non-exclusive, worldwide, non-transferable, non-sublicensable, royalty-free license, during the Term, to use the E365 Platform.
- b. Restrictions. Client shall not use or distribute the Tickets other than as expressly permitted hereunder. Without limiting the foregoing, Client shall not (i) provide access to the E365 Platform or the E365 Platform credentials provided by Company to any person or entity other than authorized employees or agents of Client, (ii) use the E365 Platform in a manner that exceeds reasonable request volume, or constitutes excessive or abusive usage, (iii) interfere with or disable any features or functionality of Company’s services or the E365 Platform, (iv) translate, reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form of Company’s services, the E365 Platform or the Tickets, and/or (v) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the Company services.
- c. Monitoring. At all times during the Term, Company has the right (but not the obligation) to monitor Client’s use of the E365 Platform in order to protect Company and third parties, and to comply with legal obligations or governmental requests.
- d. Modification of the E365 Platform. Company may modify the E365 Platform or any of the features provided in connection with the E365 Platform at any time with or without notice.
- e. Proprietary Rights. Company and its licensors reserve all rights, title and interest in and to the E365 Platform, the Tickets and the Ticket Content, including all related intellectual property and all other proprietary rights therein. No rights are granted to Client hereunder other than as expressly set forth herein. As used herein, “Ticket Content” means customary information related to events that are the subject of Tickets, including, by way of example, performer, event or team name(s), date(s), venue, price, quantity, seat location, seat maps, venue information, trademarks, trade names, images, graphics, music, videos, logos, event, venue and/or performer descriptions and any other listing data, information or materials related to the Tickets.
- f. Marks. Each party shall own all rights, title and interest in and to its logos, trademarks and service marks (collectively “Marks”). Neither party shall, without the other party’s prior written authorization, use, display or reproduce any Marks of the other party.
- g. Suggestions. Company shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into its services any suggestions, enhancement requests, recommendations or other feedback provided by Client.

6. Confidentiality.

- a. Definition. As used herein, “Confidential Information” means information disclosed by one party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential as contemplated under this Agreement. Confidential Information of Company shall include the E365 Platform, all Ticket Content and the terms and conditions of this Agreement. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party, (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party, (iii) is received from a third party without breach of any obligation owed to Disclosing Party, or (iv) was independently developed by Receiving Party.
- b. Protection of Confidential Information. Except as otherwise permitted in writing by Disclosing Party, (i) Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement, and (ii) Receiving Party shall limit access to Confidential Information of Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Receiving Party containing protections no less stringent than those herein.
- c. Compelled Disclosure. Receiving Party may disclose Confidential Information of Disclosing Party if it is compelled by law to do so, provided Receiving Party gives Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

7. Term and Termination.

- a. Term. As used herein, the “Term” means the period of time commencing on the Signature Date listed on the cover page of this Agreement and continuing until Client or Company terminates this Agreement in accordance with Section 7.b. below.
 - b. Termination for Convenience. Either party hereto may terminate this Agreement at any time, without cause, upon not less than thirty (30) days' prior written notice to the other party hereto.
 - c. Termination for Cause. A party may terminate this Agreement for “cause” if the other party fails to cure a material breach of this Agreement within thirty (30) days after receipt of written notice of such breach from the non-breaching party.
 - d. Effect of Termination. Upon termination of this Agreement for any reason, Client's access to the E365 Platform and the E365 Platform shall immediately cease. Client shall be responsible for any amounts due and owing hereunder as of the effective date of such termination. Company shall fulfill any and all orders for Tickets placed by Customer prior to the effective date of termination hereof. In addition, all provisions of this Agreement that by their nature are intended to survive, together with all outstanding payment amounts, will survive any termination or expiration of this Agreement.
8. **Disclaimer**. The E365 Platform is provided on an “as is” and “as available” basis. Company does not make any warranties, express or implied, concerning the E365 Platform or the use thereof. Company does not warrant that the E365 Platform will meet all of Client's business requirements, will operate with Client's hardware, software, systems or data, or that the use of the E365 Platform or any data therein will be error free. Furthermore, Client acknowledges that the E365 Platform may be unavailable and/or non-functional on a periodic basis for maintenance and other reasons. Accordingly, Client understands and agrees that it uses the E365 Platform at its own risk; and Client agrees to implement sufficient contingency plans to continue its business operations in the event the E365 Platform is

temporarily unavailable and/or non-functional. Without limiting the foregoing, in the event Client does not receive Tickets that were purchased via the E365 Platform in a reasonably timely manner, Company shall, as Client's sole and exclusive remedy, refund the purchase price paid by Client for such Tickets in accordance with the terms set forth herein.

9. **Indemnity.** Client will indemnify, defend and hold Company and its respective officers, directors, shareholders, employees, agents, successors and assigns harmless from and against all damages, fees, penalties, fines and expenses (including reasonable attorneys' fees) in connection with third party suits, claims, demands or actions arising from (i) any breach or alleged breach by Client of any of its representations, warranties or obligations under this Agreement or (ii) the violation of any applicable law by Client.
10. **Limitations of Liability.** OTHER THAN IN CONNECTION WITH A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS OR CLIENT'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF REVENUE, PROFIT OR USE) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. FURTHER, EXCEPT FOR BREACHES OF CONFIDENTIALITY OR CLIENT'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE NET AMOUNTS ACTUALLY RECEIVED BY COMPANY FROM CLIENT DURING THE TWELVE (12) MONTHS PRECEDING SUCH CLAIM.
11. **Data Practices.**
 - a. **De-Identified and Aggregated Data.** Client acknowledges and agrees that Company will have the perpetual right to de-identify all data derived from the sale of Tickets to Customers via the E365 Platform, to aggregate such data with other data, and to store, use, disclose, and analyze such de-identified and aggregated data; provided that such de-identified and aggregated data does not identify Client, any Customer or any other individual person. Without limiting the foregoing, such de-identified and aggregated data may include event name, date, venue, seat location, ticket price and date of sale. Without limiting the foregoing, Company retains all intellectual property rights in such de-identified and aggregated data, and such rights survive termination of this Agreement.
 - b. **Privacy Policy.** If and to the extent applicable, Company's Privacy Policy (which is available at <https://www.victorylive.com/privacy-policy/> and may be updated periodically in Company's discretion) is incorporated herein by reference.
 - c. **Data Processing Addendum.** If and to the extent applicable, Company's Data Protection Addendum (which is available at <https://www.victorylive.com/dpa> and may be updated periodically in Company's discretion) is incorporated herein by reference.
12. **Miscellaneous.**
 - a. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and supersedes any and all other agreements or correspondence, either oral or in writing, between such parties with respect to the subject matter contained herein. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise with respect to the subject matter hereof not contained in this Agreement will be valid or binding. This Agreement may be amended or modified only through a writing signed by both of the parties.
 - b. **Assignment.** This Agreement may not be assigned or transferred by Client without the prior written consent of Company. Company may assign this Agreement as Company deems appropriate. Subject to the foregoing restrictions, all of the covenants, terms, provisions and agreements herein

contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, to their respective successors and assigns. Any assignment in violation of this Section shall be null and void.

- c. Force Majeure. Company shall not have any liability under this Agreement for Company's failure or delay in performing any of its obligations under this Agreement to the extent the failure or delay is the result of any Force Majeure Event; and Company's performance of those obligations will be suspended for the duration of such Force Majeure Event. As used herein, a "Force Majeure Event" means any event or contingency beyond Company's control, including without limitation, any natural disaster, act of declared or undeclared war or of a public enemy, act of terrorism, fire, explosion, unusually severe weather, epidemic, pandemic, or other public health or safety emergency, failure, interruption or damage of or to communications networks or facilities, electric power or other utilities or vital infrastructure (including the Internet, computer networks or related facilities), any strike or labor disputes, or any actions in response to any of the foregoing, or any other event beyond Company's control.
- d. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, joint venture, agency, fiduciary or employment relationship between the parties.
- e. Notices. All notices pursuant to this Agreement shall be in writing, and shall be deemed to have been given (i) on the date delivered (as evidenced by customary proof of delivery), if delivered personally, by overnight courier (such as Fedex or UPS) or by certified or registered mail, or (ii) on the date transmitted, if delivered by email, provided the notice is sent to a valid email address of the receiving party for notices and provided further that no "error" message or other notification of non-delivery is received by the party giving the notice. Each notice shall be addressed to the receiving party at the relevant address listed on the first page of this Agreement (or any updated address that a party may provide to the other party by subsequent notice). Without limiting the foregoing, all notices to Company hereunder shall be sent to the following Company email addresses: accounts@victorylive.com and legal@victorylive.com.
- f. Marketing and Promotion. Client grants to Company a limited, non-exclusive, royalty-free license to use Client's name and approved logo in Company marketing and promotional materials (including, without limitation, in presentation decks and on Company's website) to market and promote Company and its products and services, and to communicate that Client is a client of Company.
- g. Governing Law and Related Matters. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia in the United States, without reference to its conflict of laws principles. Each party hereby consents to the personal jurisdiction of the State of Georgia, acknowledges that venue is proper in the state court in Fulton County, Georgia or federal court in the Northern District of Georgia, agrees that any action arising out of or related to this Agreement must be brought exclusively in a state or federal court in Fulton County in the State of Georgia, and waives any objection it has or may have in the future with respect to any of the foregoing. The parties expressly agree that this Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If legal action is instituted in order to enforce or defend the terms of this Agreement, Company shall be entitled to reimbursement of reasonable attorneys' fees and costs incurred in prosecuting or defending such action. The reasonableness of attorneys' fees may be proven by an attorney fee affidavit of the attorney performing the services, without need of expert testimony. The parties agree to, and hereby waive, any right to a jury trial in matters arising out of or in any way connected to this Agreement, or the construction, interpretation, validity, or performance thereof, and/or the matters raised herein.
- h. Amendment; No Waiver; Cumulative Remedies. This Agreement may be amended only by written agreement signed by both parties. No failure or delay by either party in exercising any right under

this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

- i. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- j. Counterparts and Electronic Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[END OF TICKET SERVICES AGREEMENT]