



ORDER FORM TERMS AND CONDITIONS

These terms and conditions (the “**Terms**”) are incorporated into and form a part of each order form (the “**Order Form**”) and any other schedules attached thereto (collectively, the “**Agreement**”), executed between the vendor set out on the Order Form (the “**Vendor**”), and the client set out on the Order Form (the “**Client**”), with respect to the services set out on the Order Form (the “**Services**”).

In the event that there is any inconsistency within any terms of the Agreement, the order of precedence is: (i) the Order Form, (ii) these Terms, and (iii) any other schedules.

1. SERVICES

1.1 Services. Subject to these Terms and each Order Form, and in consideration of the payment by Client of the fees, and any applicable expenses for the Services in the amounts set out on the Order Form (the “**Service Fees**”), Vendor will make the Services available to Client such that Client may access the Services. Client will exclusively use the Services for all of its events, unless otherwise set out on the Order Form. Payment of the Service Fees includes the receipt of all generally available updates to the Services free of charge.

1.2 Changes to Services; Updates. Client acknowledges that as Vendor provides a subscription as a service offering, Vendor may change, modify, update, and add to the Services and any aspect or feature thereof including replacing any third party product or services incorporated into the Services, however such changes, modifications, updates and additions will not materially reduce the overall quality of the Services.

2. FEES AND PAYMENT

2.1 Service Fees. Client will pay Vendor the Service Fees set out on the Order Form. All Service Fees paid or payable to Vendor are non-cancelable and will be timely paid. Service Fees will not be subject to refund, reserve, holdback or set-off except as explicitly provided for in these Terms.

2.2 Taxes. All Service Fees and other charges in an Order Form are exclusive of all taxes, levies or duties or similar governmental assessments of any nature now in force or enacted in the future and imposed on the provision of goods and services by any local, state, provincial, federal or foreign jurisdiction, including but not limited to value-added, sales, use, consumption or withholding taxes (“**Taxes**”). Client will be responsible for all such Taxes, except for Taxes based on Vendor’s net income, capital gains or employee withholdings, even if such amounts are not listed on an Order Form.

If set out on the Order Form that Client is a tax-exempt entity, Client confirms that it is currently exempt from federal and state/local taxation under its applicable laws, and agrees to provide Vendor with evidence of such exemption. For so long as Client maintains its tax exempt status, Vendor will be solely responsible for payment of any and all taxes or fees, whether foreign or domestic, relating to Vendor’s activities under these Terms.

Regardless of whether Client is tax-exempt or not, it is Client’s responsibility to ensure that ticket sales and other goods or services sold or issued to Client’s customers (whether through

the Service or otherwise) include the appropriate amount of sales, use, value added and other applicable taxes in each separate jurisdiction where ticket sales occur or events are being held, and Client is responsible for remitting all taxes collected to the relevant authority.

Upon Vendor’s request, Client will cooperate with Vendor in complying with relevant tax laws and regulations. This includes completing forms, certificates of tax exemption and documents and providing information to the relevant taxing authority, of the kind required under the applicable law. Vendor will take similar actions and provide Client such information as is required by the relevant taxation authority.

2.3 Payment Terms. Payment is due as set out in the services description website. Client will be charged a late fee of 1.50% per month (or the maximum amount allowed by law, if any) on any unpaid amounts, other than in the case of a good faith dispute, from the due date until the date of actual payment, whether before or after judgment.

3. CLIENT OBLIGATIONS

3.1 Use of Services. The Services may only be used by Client and its/their employees and contractors in connection with Client’s business. In no event will Client use the Services in violation of applicable laws, rules or regulations or for any reason other than for the Services reasonably intended purpose, and Client will not knowingly or willfully use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with Vendor’s provision of the Services. Client will keep its contact details up to date to ensure timely receipt of invoices and other communications.

3.2 Client Data. Vendor will accept all data and other records made available to Vendor by or on behalf of Client under these Terms or otherwise processed or created on Client’s behalf in connection with the Services (collectively, “**Client Data**”) as being legally obtained and accurate, without any further inquiry. Client will ensure that the Client Data does not include any illegal or unlawful materials, including materials that: (i) defame other persons; (ii) willfully promote hatred against any identifiable group or individual; or (iii) infringe the copyright, trade secret or other intellectual property rights of any person. Client will not require Vendor to receive or process any Client Data that requires Vendor or the Services to comply the General Data Protection Regulation (EU) 2016/679 and/or any related European Union privacy laws, and Client acknowledges that Vendor expressly disclaims any liability in connection therewith.

3.3 Prohibited Activities. Except as allowed in these Terms, Client may not modify, rent, sublease, sublicense, assign, use as a service bureau, copy, lend, adapt, translate, sell, distribute, disclose, create any derivative works based upon, decompile, reverse assemble, reverse engineer or otherwise attempt to derive the source code from, the Services or any Vendor intellectual property incorporated or embodied therein. Client will not alter or remove any copyright notices or other proprietary notices on or in the Services. Client will use the Services only in compliance with Vendor’s Acceptable Use

policies as found on www.audienceview.com, as reasonably amended from time to time.

3.4 Termination/Suspension of Services. Vendor reserves the right to suspend, terminate or limit performance of, and Client's access to, the Services at any time in the event: (a) that Vendor determines, in its reasonable discretion, that the Services are being used by Client in an unauthorized or fraudulent manner or in material violation of these Terms, (b) that Vendor, in its reasonable discretion, determines that any Client Data violates these Terms, (c) that any undisputed Vendor invoice is more than thirty (30) days overdue, or (d) of a denial of service attack or any other security or other disaster which impacts the Services or the security of the Client Data or other content stored with the Services. Vendor will promptly notify Client of the suspension, termination or limitation and use commercially reasonable efforts to notify Client in advance so that Client has the opportunity to remedy any issue. Vendor will not be liable for any damages, liabilities or losses as a result of any such suspension, limitation or termination of the Services in accordance with this Section.

4. OWNERSHIP AND CONFIDENTIALITY

4.1 Ownership of Client Data. Client exclusively owns all rights, title and interest in and to Client Data. Solely for the purpose of Vendor performing its obligations under these Terms, Client grants to Vendor a non-exclusive limited licence to access, use, modify, retain and dispose of Client Data, and consents to Vendor's transfer of Client Data to Vendor's third party data processing vendors, in each case in accordance with applicable law. Vendor may aggregate and anonymize Client Data with other aggregated and anonymized data. Accordingly, aggregated and anonymized data is not Client Data, and Vendor may use such data in its discretion, in accordance with applicable laws.

4.2 Licence of Client Trade-marks. Solely as required for Vendor to provide the Services during the Term, Client grants to Vendor a limited, personal, non-sub-licensable licence to use and display Client's trade name, trade-marks and logos (e.g. posting Client's trade-marks on Client's instance of the Services).

4.3 Ownership of Services. Vendor retains all right, title and interest in and to all intellectual and proprietary rights with respect to the Services, together with any and all software and other technology that enables the provision of such Services, and all documentation, materials, user guides, manuals, release notes and any training materials and other deliverables provided by Vendor under these Terms, and any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Client or its users relating to the Services.

4.4 Confidentiality. "**Confidential Information**" means any and all non-public information and materials disclosed by one party to the other party (which may include any materials Vendor provided as part of a proposal), whether in writing, orally or visually, and whether or not marked as confidential, that a reasonable person would regard as confidential, which includes all Client Data. Confidential Information will not include information which: (a) is or becomes part of the public domain, other than by wrongful act of the receiving party; (b) at the time when it is disclosed or access is granted to the other party, is known to the other party free of any restrictions; (c) is independently developed by the other party through individuals

who have not had either direct or indirect access to the disclosing party's Confidential Information; or (d) is disclosed without any restrictions to the other party by a third party who has a right to make such disclosure to any person. Each party will: (i) use the other party's Confidential Information only in accordance with these Terms and only for the purpose of fulfilling its obligations and exercising its rights under these Terms; (ii) at a minimum, use a reasonable degree of care to protect the other party's Confidential Information (which will not be less than receiving party uses to protect its own Confidential Information); (iii) maintain the other party's Confidential Information in strict confidence, and (iv) except as required by applicable law, not disclose the other party's Confidential Information to any third parties. Each party acknowledges that the Confidential Information of the other party is of value to the other party or to its suppliers and that any unauthorized copying, use, disclosure, access or disposition of that Confidential Information may cause irreparable injury to the other party. Consequently, each party agrees that in addition to any other remedies that the other party may have with respect to any unauthorized use or disclosure of its Confidential Information, the other party will be entitled to seek injunctive and other equitable relief, as a matter of right. The receiving party may disclose the other party's Confidential Information as required by law or court order provided: (1) where legally permissible the receiving party promptly notifies the other party in writing of the requirement for disclosure; and (2) discloses only as much of the Confidential Information as is required by such law or court order. The party receiving Confidential Information of the other party will ensure that Confidential Information is disclosed only to its employees or consultants with a bona fide need to know and who are under binding written obligations of confidentiality with receiving party to protect the other party's Confidential Information substantially in accordance with the terms of these Terms.

In the event that Client is subject to an Open Records Act (or similar legislation) with which it must comply by law (an "**ORA**") and Client receives any request for information under the ORA or otherwise in relation to this Agreement or Vendor, if permitted by the ORA, Client will make reasonable efforts to promptly notify Vendor with details of the information requested to allow Vendor the opportunity to promptly and legally object to the requested disclosure in respect of proprietary or other commercially sensitive information.

4.5 Obligation on Termination. Upon termination of an Order Form and at the written request of the disclosing party, the other party will, upon election of the disclosing party, either (i) make available through the Services or return, as applicable, all originals and copies of Confidential Information received from the disclosing party within thirty (30) days of the receipt of such request, or (ii) destroy all originals and copies of Confidential Information received from the disclosing party and provide written confirmation of such destruction within thirty (30) days of receipt of such request. Nothing in this Section will require a party to return or destroy any documents and materials that such party is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject, or for its own internal compliance or auditing procedures. The confidentiality obligations will continue to apply to any documents and materials retained pursuant to this Section.

5. WARRANTIES AND LIMITATIONS

5.1 Vendor Warranties. Vendor represents and warrants that: (i) the Services will perform in all material respects in accordance with the services description website and these Terms; and (ii) it will implement appropriate technical, administrative and physical measures to secure its systems and Client Data, including maintaining certification of its compliance with the current Payment Card Industry Data Security Standards (“**PCI DSS**”). For breach of (i) above, upon notification to Vendor in writing of the nature of non-performance, Client’s initial remedy will be Vendor’s commercially reasonable efforts to promptly repair the non-performing Services or to re-perform the non-performing Services without charge. Where applicable to Client Data, Vendor acknowledges that for the purposes of the Order Form and these Terms, it is designated as a “school official” with a “legitimate educational interest” in the education records of Client’s students, as those terms have been defined under the *Family Educational Rights and Privacy Act* and its implementing regulations (collectively “**FERPA**”). Vendor agrees to abide by the limitations and requirements imposed by FERPA and will not use Client Data governed by FERPA other than for the purposes of fulfilling its duties under the Agreement.

Vendor makes no other representations, warranties or conditions with respect to the Services, or any materials or other deliverables provided by Vendor, whether express or implied, including any implied warranties or conditions of merchantability, fitness for a particular purpose or non-infringement. Vendor is not responsible for errors, bugs or other problems caused by hardware or software not provided by Vendor. While Vendor is responsible for its PCI DSS obligations, the Services and Client Data stored through use of the Services may be susceptible to intrusion, attack or computer virus infection that are beyond the Vendor’s control.

5.2 Client Warranties. Client represents to Vendor that: (i) the materials provided by Client to Vendor (including Client Data and Client’s websites) will not be unlawful or infringe a third party intellectual property right; (ii) the sale of tickets, promotion, production, management and presentation of Client’s events (and any other event for which the Services are used), and the postponement or cancellation thereof, will not violate any applicable laws; and (iii) Client will not release any information or data related to any purchaser or prospective purchaser of any ticket (or other unit) in violation of any applicable laws.

5.3 Limitation of Liability. Other than for breaches of Section 2 (Fees and Payment) and Section 4 (Ownership and Confidentiality), neither party will be liable to the other party, for: loss, damage or corruption of data which is caused by the other party or the other party’s employees; lost revenues or profits; or any indirect, punitive, incidental, special or consequential damages or loss of use. This limitation will apply whether or not the loss or damage was foreseeable or the defaulting party was advised of the possibility of such loss or damage. Other than for: (a) death or personal injury caused by the negligence of such party, its officers, employees, contractors or agents, (b) any liability which may not be excluded by applicable law, and (c) intellectual property claims indemnifiable pursuant to Section 6.1; in no event will the total cumulative liability of Vendor for any and all claims arising out of or relating to these Terms or the Services, exceed the amounts actually paid by Client to Vendor in the twelve (12)

months preceding the date of the applicable claim (or if the applicable claim occurs during the first twelve (12) months of the initial term, the amount payable by Client to Vendor for the initial twelve (12) months of the Term). The existence of more than one claim under these Terms will not enlarge or extend the foregoing limitation. The foregoing provisions set out in this Section will apply regardless of the form or cause of action (including without limitation, contract, tort or negligence).

6. INDEMNIFICATION

6.1 Intellectual Property Indemnification. Vendor agrees to indemnify, defend, and hold harmless Client and its directors, trustees, officers, and employees from and against any and all claims, suits, losses, damages and expenses (including reasonable legal fees and expenses) incurred in connection with any third party claims, demands and other liabilities asserted against any of them, which directly relate to or directly arise out of the violation or infringement of any Canadian, United States or United Kingdom copyright, patent, trade-mark or trade secret by Client’s authorized use of the Services; provided that Client: (a) gives Vendor prompt written notice of any such claim; (b) gives Vendor all reasonable co-operation, information and assistance to handle the defence or settlement; and (c) except to the extent required by law, makes no admission regarding any such claim without Vendor’s prior written consent. Any legal counsel selected by Vendor to defend Client must be reasonably satisfactory to Client. Vendor will not settle or resolve any portion of any such claim or lawsuit that obligates Client to take any action or incur any expense without Client’s prior written approval. Client will at all times have the right, at its own cost, to direct the defense of, and to accept or reject any offer to compromise or settle, any lawsuit, claim, demand or liability asserted against the Client. Notwithstanding the foregoing, Vendor will not be liable under this Section to the extent such claim was caused by the negligence or willful misconduct of Client.

6.2 Right to Procure or Substitute. Should the Services or any part thereof become, or in Vendor’s reasonable opinion, are likely to become, the subject of a claim for infringement against which Vendor is liable to indemnify Client under these Terms, then Vendor may, at its sole option and expense: (a) procure for Client the right to use and access the infringing or potentially infringing item(s) of the Services free of any liability for infringement; or (b) replace or modify the infringing or potentially infringing item(s) of the Services with a non-infringing substitute of equal overall quality and functionality of the replaced system. If (a) and (b) are not reasonably available in Vendor’s reasonable opinion, after Vendor has used commercially reasonable efforts to achieve both (a) and (b), Vendor may terminate these Terms and any Order Form(s), in which case Client will receive a pro rata refund of any prepaid unused Service Fees.

6.3 Client Indemnification. Client will indemnify, defend and hold harmless Vendor, its affiliates and their respective directors, officers and employees from and against any and all claims, suits, losses, damages and expenses (including reasonable legal fees and expenses) incurred in connection with any third party claims, demands and other liabilities asserted against any of them, which directly relate to or directly arise out of any materials provided by Client to Vendor (including Client Data) and/or the promotion, production, management, presentation, postponement or cancellation of any event (including any claims by any of Client’s customers, contractors, service suppliers or other similar parties that are

related to the these Terms (other than to the extent that the claim was the direct result of Vendor's breach of these Terms); provided that Vendor: (a) gives Client prompt written notice of any such claim; (b) gives Client all reasonable co-operation, information and assistance to handle the defence or settlement; and (c) except to the extent required by law, makes no admission regarding any such claim without Client's prior written consent. Any legal counsel selected by Client to defend Vendor must be reasonably satisfactory to Vendor. Client will not settle or resolve any portion of any such claim or lawsuit that obligates Vendor to take any action or incur any expense without Vendor's prior written approval. Vendor will at all times have the right, at its own cost, to direct the defense of, and to accept or reject any offer to compromise or settle, any lawsuit, claim, demand or liability asserted against the Vendor. Notwithstanding the foregoing, Client will not be liable under this section to the extent such claim was caused by the negligence or willful misconduct of Vendor.

If Client is identified on an Order Form as a government related entity, and as a result Client is prohibited under applicable law from providing indemnities, this Client indemnification does not apply as a matter of law and as such will be deemed "Intentionally deleted".

7. TERM AND TERMINATION

7.1 Term. Each Order Form sets out the start and end dates of the initial term (the "Initial Term"), and if set out on the Order Form the renewal term period(s) and applicable renewal term Service Fees. Each renewal term will commence unless written notice of non-renewal is provided by either party to the other party at least sixty (60) days prior to the end of the Initial Term or any renewal term. The Initial Term and any applicable renewal term are referred to as the "Term".

7.2 Termination for Insolvency or Material Breach. Either party may terminate any Order Form (which includes these Terms) immediately on written notice to the other party, if the other party: (i) makes a general assignment for the benefit of creditors, or becomes subject to any proceeding for liquidation, insolvency or the appointment of a receiver that is not dismissed within thirty (30) days (unless such termination is prohibited by applicable law); (ii) is in material default of any provision of these Terms that is reasonably susceptible to cure and is not cured or addressed to the satisfaction of the non-defaulting party (acting reasonably) within thirty (30) days following written notice of the default from the non-defaulting party; or (iii) is in material default of any provision of these Terms that is not reasonably susceptible of being cured. If termination is due to Vendor's material breach, Client will receive a pro rata refund of any prepaid unused Service Fees.

7.3 Effect of Termination. Upon the termination of an Order Form, Vendor will terminate Client's access to the Services, Client will pay all Service Fees and expenses incurred for Services received prior to termination and any applicable Taxes. If termination is due to Client's material breach, Client will pay the remaining Service Fees that would have become payable during the remainder of the Term. Client Data is available for export by Client in machine readable (i.e. csv) format via the Services' business intelligence tools prior to and upon termination. Vendor can be available to assist Client in additional migration services of its Client Data contained within the Services for an additional charge. Any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to

claim damages in respect of any breach of these Terms which existed at or before the date of termination will not be affected or prejudiced.

8. GENERAL

8.1 Notices. Any notice given pursuant to these Terms will be in writing. Any such notice will be deemed to have been received upon: (i) confirmation of delivery by a nationally reputable overnight delivery service, all delivery charges pre-paid to Client's address set out on the Order Form and to Vendor at 200 Wellington Street West, 2nd Floor, Toronto, ON, M5V 3C7 Canada; or (ii) transmission by email to the regular contact at the receiving party with no receipt of an out-of-office or other notice indicating non-receipt. Either party may designate a different address by written notice to the other party given in accordance with this section.

8.2 Entire Agreement. These Terms take effect upon signing of the Order Form and constitute the complete and exclusive agreement between the parties with respect to its subject matter, and supersede and replace any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding its subject matter (including any previously entered into Services Agreement, or Software License Agreement (or similarly titled agreement) with Vendor and/or its affiliates). Notwithstanding the foregoing, where Client is migrating from one of Vendor's alternate services, or its affiliate's services (the "Former Services"), to the Services set out on the Order Form, Client's agreement for the Former Services terminates on the start of the Initial Term.

8.3 Variations. These Terms may be changed only by mutual written agreement.

8.4 Severance. Should any provision of these Terms be held to be invalid by a court of competent jurisdiction, then that provision will be enforced to the extent permissible, and all other provisions will remain in effect and are enforceable by the parties.

8.5 Interpretation. The headings used in these Terms are for convenience of reference only. No provision of these Terms will be interpreted against any party merely because that party or its legal representative drafted the provision. All remedies are cumulative. Throughout these Terms, the term "including" or the phrases "e.g.," or "for example" have been used to mean "including, without limitation".

8.6 Waiver. No part of these Terms: (a) will be deemed to be waived by reason of any previous failure to enforce it, or (b) may be waived except in writing signed by the party waiving enforcement.

8.7 Assignment. Neither party will assign or otherwise transfer any rights or obligations under these Terms without the other party's written consent, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Vendor may assign or subcontract these Terms (including any Order Form) and any of the rights and obligations to an affiliate (or member of its corporate group), or to any specialist subcontractor, without prior consent. Vendor will remain responsible for the actions or omissions of such subcontracting. Subject to the foregoing, these Terms will be binding on, will inure to the benefit of, and will be enforceable against the parties and their respective successors and assigns.

8.8 Independent Contractors. The relationship between the parties is that of independent contractors. These Terms will not establish any relationship of partnership, joint venture, employment, franchise or agency between them. Neither party will have the power to bind the other without the other party's prior written consent.

8.9 Governing Law. These Terms and any disputes or claims arising out of our in connection with them or their subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of the State of New York and the federal laws of the United States of America applicable therein, without reference to the conflict of laws provisions. The parties irrevocably agree to attorn to the jurisdiction of the courts in New York City, New York for the conduct of any legal proceedings under, or related to, these Terms, their subject matter or formation (including non-contractual disputes or claims). If Client is noted on an Order Form as a government related entity, and as a result Client is prohibited by applicable law from entering into contracts governed by laws other than the Client's governing jurisdiction, these Terms and any disputes or claims arising out of our in connection with them or their subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws and courts of the Client's jurisdiction, as identified by Client's address on the Order Form.

8.10 Media. Unless Client has otherwise notified Vendor in writing, Vendor may list Client as a client (and use its name and logo) in its standard sales and marketing materials and website. Otherwise, neither party will issue any public notice or press release, or otherwise make use of its association with the other party or these Terms, without the prior written consent of the other party, such consent not to be unreasonably withheld.

8.11 Third Party Rights. Unless required under applicable law, a person who is not a party to an Order Form will not have any rights to enforce these Terms.

8.12 Force Majeure. Neither party will be liable for any failure or delay in its performance under these Terms due to any cause beyond its reasonable control, including an act of God, a decree or restraint of government(s), a pandemic, a crisis, a war, an act of terrorism, a failure of a utility service or transport or telecommunications network, or any other cause or causes beyond its reasonable control, whether similar or dissimilar to those already specified, that could not have been avoided by the exercise of reasonable foresight (a " **Force Majeure Event**") provided that the party affected by such failure or delay gives the other party prompt written notice of the Force Majeure Event. The forgoing does not apply to payment obligations where the Services are provided.

8.13 Article 2125. Where Client is a Québec government agent or agency requiring the governing laws to be the laws of Québec, Client expressly waives the right to unilaterally terminate this Agreement as provided for in Article 2125 of the Civil Code of Québec, and understands that it must maintain the Services throughout the Term of this Agreement. Client confirms that it has requested and received the necessary information to fully understand the consequences of this waiver.

8.14 English Language. It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English

language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

8.15 Counterparts. Order Forms (and any other documents) may be executed, including by way of electronic signature, in any number of counterparts, each of which when executed will constitute a duplicate original, but all the counterparts will together constitute one agreement. Transmission of the executed signature page of a counterpart by email (in PDF, JPEG or other agreed format) or by using a web-based e-signature platform such as DocuSign or Echosign, will take effect as delivery of an executed counterpart.

8.16 Survival. Those sections which by their nature should survive the termination or expiration of these Terms will survive termination or expiration, including Sections 2, 4, 5.3, 6, 7.3 and 8.

Last Updated: August 11, 2020