

END USER SERVICE AGREEMENT

This is a legal agreement between you, the end user, (“**you**”), and **TicketBiscuit, LLC**, or its assignee, preformation agent or other owner (collectively, the "**Provider**") of the Service, commonly known as TICKETBISCUIT, and described in this Agreement (the "**Agreement**"). YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE SERVICE (“**SERVICE**”). BY USING THE SERVICE, YOU ARE AGREEING TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN DO NOT USE THE SERVICE, PROMPTLY NOTIFY THE PROVIDER IN WRITING OF YOUR INTENT, AND RETURN TO THE PROVIDER ANY MATERIALS YOU RECEIVED IN CONNECTION WITH THE SERVICE.

1. **GRANT AND SCOPE OF LICENSE.** Provider grants to you the personal, nonexclusive, nontransferable right and license (“**License**”) to use the Service via the Internet for facilitating the sale of tickets to all events sponsored by, produced by, held by, or otherwise affiliated with You. You may provide to us certain screen images, printed materials, photographs, animations, video, audio, music, text, applications, trade names, trademarks, logos or other similar design elements (collectively, a "**Design Package**"). We will use our best efforts to incorporate your Design Package with the Service. You hereby represent and warrant to us that (1) you are authorized to enter into this Agreement, (2) each signatory on your behalf is of majority age and competent to execute, deliver and perform this Agreement, and (3) except as otherwise provided herein or disclosed to us in writing, you have all rights, title, and interest to your Design Package.

2. **FEE.** In consideration for the License and related expenses, you shall pay the Provider at the rates and according to the terms and conditions set forth in this Agreement (the "**Compensation**"). Notwithstanding anything to the contrary contained herein, upon termination of this Agreement, any amounts paid to Provider are nonrefundable. Your obligations under this Paragraph shall survive the termination, cancellation or expiration of this Agreement.

3. **SALES TAX.** We do not collect for any sales or use tax. You are solely responsible for all city, county, state and federal sales and use taxes. In the event that a government authority claims that we are liable for any sales and use tax as a result of the services provided hereto, you will immediately either (a) reimburse or remit such amount to the government authority or (b) if you dispute such amount, provide in the form of cash or bond whatever we, in our sole discretion, deem adequate to reduce our exposure. In any event you will indemnify us for any expenses, cost, claims or liability, including a reasonable attorney’s fee incurred for your failure to remit any taxes or fees.

4. **ADA REGULATIONS.** You are solely responsible for compliance with all Americans with Disabilities Act (“**ADA**”) regulations. In the event that a government authority claims that we are liable for infringement of any ADA regulation as a result of the services provided hereto, you will immediately either (a) assume the liability by requesting of the government authority that they transfer their case to you, or (b) if you dispute such infringement, notify the government authority that you intend to dispute their infringement claim. In any event you will indemnify us for any expenses, cost, claims or liability, including a reasonable attorney’s fee incurred for your perceived or actual failure to comply with ADA regulations.

5. **COPYRIGHT.** The Software (“**Software**”) used with the Service is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the Software like any other copyrighted material (e.g., a book or musical recording). All title and copyright or other intellectual property rights in and to the Software (including but not limited to any images,

photographs, animations, video, audio, music, text, applications and "applets" incorporated into the Software), the accompanying printed materials, and any copies of the Software, are owned by Provider or its suppliers. All title and copyright or other intellectual property rights in and to the content which are not contained in the Software but may be accessed through use of the Service are the product of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants you no rights to use such content. Use of any online services, which may be accessed through the Service, may be governed by the respective terms of use relating to such services. If this Service contains documentation, which is provided only in electronic form, you may print one copy of such electronic documentation. You may not copy the printed materials accompanying the Service. All rights not specifically granted under this Agreement are reserved by Provider and its suppliers.

6. PAYMENT PROCESSING. The Service may be used in conjunction with banks, merchant account providers and other financial institutions ("Payment Processors") to process certain forms of payment including, but not limited to, credit cards, debit cards, automated clearing house (ACH) and electronic checks. It is the purpose of the Service to obtain authorization for, and provide amount and payee information to, the Payment Processors. Provider has no control over the actual transfer of funds and therefore cannot and does not guarantee that funds will be correctly transferred by the Payment Processors. It is your responsibility to audit and reconcile the actual transfer of funds. Provider accepts no responsibility for inaccurate or incomplete transfers of monetary funds by Payment Processors.

7. OTHER RESTRICTIONS. You may not rent, lease, license, sublicense, transfer, distribute, alter, modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software, nor give anyone permission to do so. You may not make access to Service available to others in connection with a service bureau, application service provider, or similar business, nor give anyone permission to do so. In addition, you may not use the Service in applications or systems where the Service's failure to perform can reasonably be expected to result in a significant bodily harm or financial loss. Any such use by you is entirely at your own risk, and you agree to hold Provider and its affiliates as described above, harmless from any claims, losses, liabilities, costs and expenses (including, but not limited to, attorneys' fees) relating to such unauthorized use. All rights of any kind in the Software, which are not expressly granted in this License, are entirely and exclusively reserved to and by Provider.

8. DESIGN. From time to time, in connection with the Provider's business, the Provider will also incorporate other Design Packages with the Service and present demonstrations of the Service (a "Demo") to other third parties. In doing so, similarities in Design Packages will inevitably occur. With the exception of your trade name, trademarks, logos, and any items described on any attached Exhibit(s), we may use the same text, script, color, format, arrangements, and other design elements ("**Design Elements**") included in your Design Package with any Demos we present to third parties and with any Service package we may license to third parties. You hereby acknowledge that you do not have any right, title or interest in any Design Elements and, in any event, to the extent that you do have any right, title or interest to any of the Design Elements, you hereby grant to us a non-exclusive license to use the Design Elements in connection with our business.

9. ADVERTISING. To help keep our per-ticket fees as low as possible, we reserve the non-exclusive right to sell advertising on tickets printed with, and on web pages provided as part of, the Software.

10. CONFIDENTIALITY. In connection with this License, the Provider may have access to certain of your Confidential Information (as defined below), and you may have access to certain

of our Confidential Information. From and after the date hereof, each party hereto: (1) will hold all of the other party's Confidential Information in confidence; (2) without the other party's prior written authorization, neither party will disclose any Confidential Information of the other party to any third party or copy or make any record of any such Confidential Information; (3) neither party will use any Confidential Information of the other party for such party's benefit or for the benefit of any other third party or for any purpose other than those for which we have been engaged by you; (4) and neither party will apply for patents or copyrights on any Proprietary Information of the other party or oppose or object to any application by the other party to obtain such patents or copyrights. Immediately upon request by either party hereto, the other party will return all Confidential Information of the requesting party in its possession to the requesting party. Notwithstanding the foregoing, the confidentiality obligations of each party hereunder do not extend to any Confidential Information that (A) is or becomes generally available to the public other than as a result of a disclosure by either party or its representatives, or by a breach of the obligations of confidentiality of a third party; (B) was available to either party or its representative on a non-confidential basis prior to its disclosure, (C) was independently developed without the use of Confidential Information by representatives of either party who did not have access to the Confidential Information, as established by contemporaneous written records, (D) becomes available to either party or its representative on a non-confidential basis from a source other than the other party or its representatives, or (E) is entered into the Service by you, your employees, customers or affiliates. For purposes of this Agreement, the term "**Confidential Information**" shall mean any either party's concept, plan, program (including computer program), Service, source code, procedure, system, application, process, method, technique, technology or other similar information which pertains or relates in any way to the business, activities, products or services of a party including, without limitation, (1) any discovery, improvement, invention, concept, plan, program (including computer program), Service, source code, procedure, system, application, process, method, technique, technology or process made or developed by such party, solely or jointly with others ("**Proprietary Information**"); (2) training procedures, materials and manuals, pricing methods and schedules, marketing or promotional materials and market research; (3) financial information and statements; and (4) "trade secrets" (as defined in the Alabama Trade Secrets Act).

11. TERM AND TERMINATION. This License is effective until terminated. Unless governed by a minimum term commitment as outlined below, you may terminate this License at any time by ceasing use of the Service and providing Provider with written notice of termination. Provider may terminate this License at anytime by providing you with written notice of termination at least 30 days in advance. If this License is governed by a minimum term commitment as outlined below, termination by Provider will release you from such minimum term commitment after the date of termination. All obligations prior to the date of termination will remain in effect in accordance with other articles in this Agreement. Any termination of this License or Agreement by Provider is without prejudice to any other rights Provider may have.

12. WARRANTY DISCLAIMERS. The Service, and all accompanying documentation, disks, files, data and other materials, are licensed and distributed by Provider to you on an "AS IS, WHERE IS" basis, without warranties of any kind, whether express or implied, and you assume the entire risk of using the Service and accompanying documentation and materials. IN THIS REGARD, PROVIDER GIVES NO, AND DISCLAIMS ALL, WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE AND THE ACCOMPANYING DOCUMENTATION, DISKS, FILES, DATA AND OTHER MATERIALS.

13. LIMITATION ON LIABILITY. IN NO EVENT SHALL PROVIDER (OR ITS PRINCIPALS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AFFILIATES, CONTRACTORS, OR SUBSIDIARIES), BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS PRODUCT, OR OTHERWISE ARISING UNDER THIS AGREEMENT, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE TOTAL LIABILITY OF PROVIDER UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SPECIFIC ITEM OF SERVICE LICENSED BY YOU UNDER THIS AGREEMENT. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

14. U. S. GOVERNMENT RESTRICTED RIGHTS. The Service and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or in subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable.

15. INDEMNITY. You hereby agree to indemnify and hold harmless the Provider and its members, managers, officers, directors, successors and assigns, from and against any and all actions, claims, damages, liabilities, losses and expenses, including attorneys' fees (the "Claims"), of any kind, nature or description arising out of or in connection with (a) your use of the Service (including, without limitation, any Claim based upon allegations of negligence or strict liability) except to the extent any such Claim results from the Provider's gross negligence or willful misconduct; or (b) any breach or violation of any of your representations, warranties or covenants contained in this Agreement. The Provider hereby agrees to indemnify and hold you harmless from and against any and all Claims of any kind, nature or description arising out of or in connection with any breach or violation of any of Provider's representations, warranties or covenants contained in this Agreement.

16. TRADEMARKS. This Agreement does not grant you any rights in connection with any trademarks or service marks of Provider or its suppliers or affiliates.

17. GENERAL PROVISIONS. This Agreement is the complete statement of the Agreement between the parties on the subject matter, and merges and supersedes all other or prior understandings, purchase orders, agreements and arrangements. This Agreement shall be governed by the laws of the State of Alabama. Exclusive jurisdiction and venue for all matters relating to this Agreement shall be in courts located in the State of Alabama, Shelby County, and you consent to such jurisdiction and venue. There are no third party beneficiaries of any promises, obligations or representations made by Provider herein.

18. ADDRESS. Should you have any questions concerning this Agreement, or if you desire to contact Provider for any reason, please write: TicketBiscuit, LLC, 1550 Woods of Riverchase Dr. Suite 330, Birmingham, Alabama 35244, Attention: Legal Department.

19. PAYMENT. You shall pay Provider in the amounts below. We will charge certain of these amounts to your customer on your behalf:

- (a) Website Sales: \$1 for each ticket issued through the Service via any website, including, but not limited to, TutuTix.com and Facebook.com;
- (b) Printed Tickets: \$0.25 plus applicable shipping costs for each ticket printed by Provider and delivered to you for sale at your event;

- (c) Credit Card Processing: 5% of the transaction amount, per transaction;
- (d) US Mail Delivery ("mail") delivery service: \$3.00 per order plus \$0.50 per ticket;

20. ADDITIONAL TERMS AND CONDITIONS.

- (a) Provider shall make available to Licensee, via online access to the Service, a report detailing the fees accrued during each settlement period; in addition, a summary of the report may be presented via electronic mail; however, prompt payment of the above shall not depend on receipt of this summary.
- (b) All tickets issued to events covered under the scope of this Agreement shall be conducted through The Service; any and all tickets issued to said events outside of The Service, or via The Service and not specifically addressed above, shall be subject to the applicable fees listed above;
- (c) Licensee understands that the availability of a broadband internet connection is required for accessing the service; Licensee also understands that the availability of a wireless internet connection is required for the use of our wireless, handheld ticket scanners; Licensee understands that Provider is not responsible for providing either of these internet connections, and that the performance and reliability of The Service is dependent upon the speed and reliability of the internet connection through which Licensee accesses The Service.