

**Standard Terms and Conditions  
for  
Ticket Evolution Marketplace**

*Last Updated 7-5-24*

These Standard Terms and Conditions (these “T&Cs”) have been issued by Ticket Evolution Inc. (“Company”), and apply to any use of the Company’s the Marketplace and related Services to list and sell Tickets.

**1. Definitions.**

- a. “Confidential Information” means confidential, proprietary or non-public knowledge, data or information in any way relating to the business of Company, its affiliates and/or any of their respective current or former members, shareholders, investors, customers, clients, directors, officers, employees, representatives, agents and/or partners, in any format now or hereafter known (including, without limitation, printed, digital, numerical, text-based, machine-readable, verbally transmitted or otherwise). Confidential Information may include, without limitation, information relating to pricing, fees, sales and marketing strategies, potential investments and/or acquisitions, or the manner or method of conducting business.
- b. “Gross Proceeds” means the aggregate amounts attributable to Seller Tickets sold via the Marketplace.
- c. “Marketplace” means the collection of Company assets that enables ticketing professionals and parties to buy and sell tickets through Company, including, without limitation, (i) Company’s online B2B ticket exchange platform (“CORE”), (ii) Company’s online ticket marketplace currently known as “Events 365” (“Events 365”), (iii) Company’s affiliate and partner network and (iv) any other ticket marketplace that Company may operate.
- d. “Net Proceeds” means Gross Proceeds less the Seller Fee.
- e. “Registered User” means an authorized employee or agent of Seller who has been provided with user identification credentials by Company in order to access the Marketplace.
- f. “Seller” means a user of the Marketplace.
- g. “Seller Fee” means an amount equal to three percent (3%) of Gross Proceeds, which Company will have the right to deduct from Gross Proceeds and retain for its own account in consideration of providing the Services and access to the Marketplace. Notwithstanding the foregoing, Company will have the unilateral right to increase the Sell Fee on a prospective basis, upon notice, including, without limitation, due to changing business conditions.
- h. “Seller Tickets” means event tickets and any items related thereto (e.g., parking passes, tailgate passes, hotel rooms, etc.) that are (i) lawfully owned and/or controlled by Seller and (ii) listed for sale via the Marketplace.
- i. “Tickets” means event tickets and related items (e.g., parking passes, tailgate passes, hotel rooms, etc.) that are listed for sale on the Marketplace.
- j. “Ticket Data” means data that is derived from the listing and/or sale of Seller Tickets via the Marketplace.

**2. Listing and Selling Tickets on the Marketplace; Authorized and Prohibited Listings.**

- a. Revocable License to Access and Use the Marketplace. Company hereby grants to Client a revocable, non-exclusive, non-transferable, non-sublicensable license, during the Term, to use the Marketplace, subject to and in accordance with these T&Cs. Seller shall be responsible for monitoring each listing of Seller Tickets on the Marketplace to ensure that such listing accurately describes the applicable ticket, including, without limitation, event name, date, venue, seat location, original “face value” price of the ticket (if required by law) and, if applicable, identification codes contained on the ticket. Company will embed a unique code in all Seller Tickets listed for sale by Seller through the Marketplace to identify them as tickets that are owned and/or controlled by Seller, and to differentiate the Seller Tickets from all other tickets that are listed and sold through the Marketplace. However, Seller shall not be identified in any such listings as the owner and seller of the Seller Tickets, unless required (i) to resolve any problems relating to the delivery of Seller Tickets to purchasers or (ii) by applicable law.
  - b. Accuracy of Listings; Confirmed Orders. Seller will use best efforts to ensure that all listings for Seller Tickets are accurate and up-to-date. If Seller confirms a transaction to sell particular Seller Tickets and thereafter fails to deliver those Seller Tickets to the purchaser by the agreed-upon delivery date, then (i) Company shall have the right to cancel the order and (ii) Seller shall be financially liable for any and all costs incurred by the purchaser and/or Company in connection with Seller’s failure to deliver such Seller Tickets by the delivery date (including, without limitation, costs to purchase substitute tickets, additional penalties and/or fees, etc.).
  - c. Prohibited Ticket Listings. Notwithstanding anything to the contrary expressed or implied herein, Seller expressly acknowledges and agrees that Seller shall be prohibited from listing any of the following tickets on the Marketplace:
    - i. Any Seller Tickets that are not owned and/or controlled by Seller (e.g., tickets which Seller has not yet acquired, even if Seller intends to acquire such tickets at a future date); or
    - ii. Any tickets that were obtained through any illegal, improper or unlawful means, including, without limitation, through the use of so-called “bots” or other automated ticket purchasing software, or the circumvention of a security measure, access control system, or other technological measure on a website or online service of a ticket issuer that is used to enforce posted event ticket purchasing limits or to maintain the integrity of posted online ticket purchasing order rules; or
    - iii. Any tickets whose resale via the Marketplace is prohibited by the terms of any agreement between Seller and any third party (including, without limitation, the party from whom Seller acquired such tickets).
3. **Company’s Services.** Company will provide the following services (“Services”) on Seller’s behalf in connection with Seller Tickets listed and sold on the Marketplace:
- a. Collections. Company will collect all Gross Proceeds from the sale of Seller Tickets via the Marketplace, and deposit all Gross Proceeds into a non-interest bearing account owned and controlled by Company. For the avoidance of doubt, Seller will not have any right to collect or attempt to collect directly any monies relating to Seller Tickets sold via the Marketplace.
  - b. Payments. Company will make payment of Net Proceeds to Seller for sales of Seller Tickets, as more specifically provided in Section 5 below.
  - c. Seller Help Desk. Company will maintain a help desk which will be available to Seller (via phone or email) in the event that the Services are not operating in accordance with the documentation. Support information is available at <https://support.ticketevolution.com/>. The email address for order support is [sellersupport@ticketevolution.com](mailto:sellersupport@ticketevolution.com) and the email address for technical support is [technicalsupport@ticketevolution.com](mailto:technicalsupport@ticketevolution.com) .

- d. Updates. Company may, from time to time, provide updates to the Marketplace that provide new or different functionality.
  - e. Customer Service. Company will provide customary customer service to purchasers, Company affiliates and Company partners to facilitate the purchase of tickets via the Marketplace.
4. **Ticket Prices**. Seller will control and be responsible for managing the pricing for all Seller Tickets (including, without limitation, establishing the initial listing price and making any subsequent price changes). For clarity, Seller will retain the right to adjust the listing price of all Seller Tickets from time to time, in its discretion.
5. **Payments**.
- a. Amounts Due to Seller. For amounts owed by Company to Seller (e.g., Net Proceeds on the sale of Seller Tickets), Company will issue a credit to the Seller EvoPay Account for the applicable amounts. Seller may initiate a transfer of all or any part of any credit balance in the Seller EvoPay Account to the Linked Seller Bank Account.
  - b. Amounts Due to Company. For amounts owed by Seller to Company (e.g., for the Seller Fee, ticket purchases made by Seller via CO, refunds on cancelled events, shipping charges via the Company's Fedex account, etc.), Company may take any of the following actions to recover the applicable amounts, without further authorization from Seller: (i) issue a debit against the Seller EvoPay Account, (ii) charge a Seller Credit Card or (ii) initiate an ACH debit against the Linked Seller Bank Account.
  - c. Payment Methods.
    - i. Seller Credit Card. At all times during the Term, Seller will maintain a valid credit card (each, a "Seller Credit Card") on file with Company.
    - ii. Seller EvoPay Account. At all times during the Term, Seller shall establish and maintain in good standing an EvoPay account with Company (the "Seller EvoPay Account"), in accordance with Company's policies and procedures. Seller will complete and sign an EvoPay Authorization form provided by Company, and provide any other information reasonably requested by Company to enable Company to process debits from and credits to the Seller EvoPay account.
    - iii. Linked Seller Bank Account. At all times during the Term, Seller shall maintain a valid bank account that is linked to the Seller EvoPay Account (the "Linked Seller Bank Account"); provided that this requirement does not apply to any Seller who is not based in the United States.
  - d. Company will determine, in the exercise of its good faith business judgment, the criteria for when Net Proceeds from the sale of Seller Tickets shall become payable to Seller. Company's general policy is that payment of Net Proceeds from the sale of a Seller Ticket shall not occur until (i) the sale has been confirmed by Seller and (ii) Seller has delivered that Seller Ticket to the purchaser and (iii) Company has received payment for that Seller Ticket from the purchaser. However, Company reserves the right to (A) delay payment on particular transactions if Company has good reason to do so (e.g., if Company anticipates that the purchaser may dispute the transaction and/or seek a refund) and/or (B) to establish different payment criteria for certain sellers and/or in light of changing business conditions (e.g., delaying payment until after the applicable event has occurred) and/or (C) to make exceptions to its general policy.
  - e. If any of the following events shall occur in respect of a Seller Ticket, and Company has previously made payment to Seller in respect of such Seller Ticket, then Seller shall be obligated to reimburse

Company for any and all amounts previously paid by Company to Seller in connection with the sale of that Seller Ticket:

- i. If the sale of that Seller Ticket is cancelled, whether by the purchaser, a credit card issuer or otherwise;
- ii. If a payment which was initially authorized is later reversed or denied by a credit card issuer; or
- iii. If the event for which that Seller Ticket was previously sold is cancelled for any reason.

Furthermore, if Seller fails to reimburse Company in any instance provided above within five (5) business days following Company's request, then Company will have the right to deduct the amounts due and owing to Company from any and all monies otherwise payable by Company to Seller under this or any other agreement between Company and Seller.

- f. Each payment and accounting made by Company to Seller shall be deemed correct, conclusive and binding upon Seller ninety (90) days after the date received (the "Objection Period"), unless specific objection in writing, stating the basis thereof, is given to Company prior to the expiration of the Objection Period.
- g. Seller shall pay, and indemnify Company against, all taxes or charges of any kind or character, levied or assessed by any federal, state or local governmental taxing authority, including but not limited to sales tax, use tax, excise tax, assessments (excluding taxes on Company's income) and all penalties and interest thereon, based on or in any way measured by Seller's activities on the Marketplace.

6. **Registered Users.**

- a. Only Registered Users shall be permitted to access and use the Marketplace. Accordingly, Seller and its Registered Users shall not permit any individual that is not a Registered User to access or use the Marketplace; nor shall a Registered User be permitted to transfer or assign use of the Marketplace to any other individual who is not a Registered User. Seller shall implement sufficient security measures to ensure that the Marketplace is not accessed or used by any individual that is not a Registered User. Seller shall be solely responsible for the actions of and/or any losses caused by (i) Registered Users or (ii) any other parties who may gain access to the Marketplace as a result of the acts or omissions of Seller or any Registered User (including any failure to protect identification credentials). For the avoidance of doubt, Company shall not be responsible for protecting the security of Seller's identification credentials. Seller shall immediately deliver written notice to Company in the event that Seller believes its identification credentials are being used by an unauthorized party.
- b. Seller shall not use, and will ensure that its Registered Users do not use, the Marketplace for unlawful purposes or in an unlawful manner; and at all times, Seller and the Registered Users will comply with all applicable local, state, federal and international laws, statutes and regulations in connection with the use of the Marketplace and/or the purchase, listing, sale and/or use of tickets.

7. **Seller Handbook.** Company's Seller Handbook (which is available at <https://www.victorylive.com/seller-handbook/> and may be updated periodically in Company's discretion) is incorporated herein by reference. Seller is required to comply with all of the policies, terms and conditions in the Seller Handbook.

8. **Seller Contact Information.** As a condition of Seller's right to access and use the Marketplace and the Services, Seller will provide Company with certain customary information regarding Seller (including contact information, in a form or via a method designated by Company); and if Seller's contact

information changes in the future, Seller will promptly notify Company of Seller's updated contact information.

9. **Buying Tickets on CORE.** As an additional benefit of being a Seller on the Marketplace, Seller will have the revocable privilege to access and use CORE for the purpose of buying tickets from other sellers on the Marketplace, subject to and in accordance with the Company's Standard Terms and Conditions for CORE (which are available at [https://www.ticketevolution.com/core\\_tcs/](https://www.ticketevolution.com/core_tcs/) and may be updated periodically in Company's discretion). Whenever Seller purchases "hard stock" tickets via CORE, Seller will use the Company's Fedex account to arrange for the shipment of those tickets from the ticket seller to Seller, in accordance with the terms outlined on Exhibit A annexed hereto.

10. **Term and Termination.**

- a. **Term.** As used herein, the "Term" means the period of time commencing on the date Seller first uses the Marketplace and continuing until (i) Seller permanently ceases to use the Marketplace or (ii) Company terminates Seller's access and use the Marketplace in accordance with these T&Cs, whichever occurs first.
- b. **Termination by Company.** Company may terminate Seller's license to use the Marketplace at any time, with or without cause, by sending notice to Seller.
- c. **Effect of Termination.** From and after the effective date of termination: (i) Seller and all Registered Users shall cease to have access to the Marketplace, and shall not be permitted to list additional Seller Tickets for sale through the Marketplace; and (ii) Company may, in its discretion, remove all listings for unsold Seller Tickets from the Marketplace.
- d. **Surviving Obligations.** Notwithstanding any such termination: (i) Company will remain obligated to render accountings and make payments to Seller in respect of all monies derived from sales of Seller Tickets through the Marketplace (whether such sales occurred prior to or after the date of such termination); (ii) Seller will remain obligated to deliver and fulfill all Seller Tickets associated with all such sales; and (iii) Seller shall be responsible for all Seller Fees, ticket purchases by Seller via CORE, any charges in connection with Company's Fedex Shipping Program and/or any and other amounts due or liabilities accruing hereunder up to and including the last day of the month in which the effective date of termination falls, and such amounts shall become immediately due and payable to Company (including, without limitation, via the payment methods described in Section 5 above).

11. **Company's Ownership and Proprietary Rights.**

- a. The Marketplace, the software that powers the Marketplace, and all related code, data and documentation is proprietary information and a trade secret of Company, whether or not any portion thereof is or may be registered or subject to registration or other protection under applicable intellectual property laws (including, without limitation, copyright or patent laws). Company is the sole and exclusive owner of, and has exclusive right, title and interest in and to, the Marketplace, the software that powers the Marketplace, and all related code, data and documentation, and all intellectual property rights therein. Seller shall not at any time do or cause to be done any act or thing impairing or tending to impair any part of such rights, title and interest. Seller's use of the Marketplace and related documentation shall not create in Seller's favor any right, title or interest in the Marketplace, the software that powers the Marketplace or any related code, data and documentation. No rights are granted to Seller other than as expressly set forth herein..
- b. 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 Seller.

12. **Disclaimer.** The Marketplace is provided on an “as is” and “as available” basis. Company does not make any representations or warranties, express or implied, concerning the Marketplace or the use thereof. Without limiting the foregoing, Company does not represent or warrant that (a) the Marketplace will meet all of Client’s business requirements, operate with Client’s hardware, software, systems or data, or be error free, or (b) Seller’s use of the Marketplace is or will be permitted or authorized by the terms of any agreement between Seller and any party from whom Seller acquires Tickets. In the event that any of Seller’s accounts or agreements with third parties are terminated as a result of Seller listing and selling tickets through the Marketplace, Company shall not be responsible for any losses or damages incurred by Seller. Furthermore, Client acknowledges that the Marketplace may be unavailable and/or non-functional on a periodic basis for maintenance and other reasons. Accordingly, Seller understands and agrees that it uses the Marketplace at its own risk.
13. **Right to Monitor.** Company shall have the right, in its discretion, to monitor Seller’s use of the Marketplace, and to require Seller to provide Company with information regarding the manner in which Seller obtains Seller Tickets, including, without limitation, information regarding the number of IP addresses used, the number of credit cards used and the software used by Seller to obtain Seller Tickets.
14. **Representations and Warranties:** Seller represents and warrants as follows:
  - a. Seller has the full power and authority to agree to these T&Cs, and to perform all of its obligations hereunder.
  - b. Seller is authorized to list, distribute and sell all Seller Tickets. Without limiting the foregoing, Seller will be the sole and exclusive owner of all Seller Tickets, or will have obtained all licenses, clearances and consents from all applicable third parties as may be required for Seller to list, distribute and sell the Seller Tickets via the Marketplace.
  - c. Seller acquired or will acquire ownership of all Seller Tickets in compliance with all applicable laws and regulations, as well as any agreements to which Seller is a party. Without limiting the foregoing, Seller has not obtained any Seller Tickets through any improper, unlawful or illegal means to obtain Seller Tickets, including, without limitation, through the use of so-called “bots” or other automated ticket purchasing software, or the circumvention of a security measure, access control system, or other technological measure on a website or online service of a ticket issuer that is used to enforce posted event ticket purchasing limits or to maintain the integrity of posted online ticket purchasing order rules.
  - d. If required by applicable law, Seller will maintain a valid license to resell Seller Tickets pursuant to the laws of the State of New York or any other applicable jurisdiction, and provide Company will all requisite information in connection therewith in an up-to-date and accurate form.
  - e. If applicable, Seller will be responsible for collection, reporting and remittance of any and all taxes which may be due under applicable law in connection with the sale of Seller Tickets (including, without limitation, any sales and/or use taxes).
15. **Indemnification.** Seller will defend, indemnify and hold harmless Company and its parent, affiliates, shareholders, members, officers, directors, employees, agents, licensees, successors and assigns from and against any and all claims, demands, actions, costs, liabilities and losses (including reasonable attorneys’ and expenses) arising out of (a) any breach or alleged breach by Seller of any representation, warranty or other obligation hereunder or (b) any third party claim (including claims asserted by any purchaser, Company affiliate, Company partner, or governmental agency), including, without limitation, any claim resulting from any of the following: (i) any error, negligence or misrepresentation made by Seller with respect to any Seller Ticket, (ii) Seller’s failure to supply on a timely basis any Seller Ticket that has been sold through the Marketplace and/or the applicable login credentials associated with such Seller Ticket, (iii) the removal by Seller of any Seller Ticket listing from

the Marketplace following the sale of such Seller Ticket, (iv) Seller's misuse of the Marketplace (including unauthorized use of the Marketplace by third parties), (v) Seller's unauthorized or illegal listing and/or sale of Seller Tickets, (vi) the breach of any agreement between Seller and any third party from which Seller acquires any Seller Tickets or (vii) any violation of any law or the rights of a third party relating to any Seller Ticket or Seller's use of the Marketplace. This Section shall survive termination of the Term.

16. **Confidentiality.**

- a. Seller may have access to certain Confidential Information. In view of the foregoing, during the Term and continuing for an indefinite period thereafter, Seller shall not directly or indirectly disclose, use, sell, license, publish, reproduce or otherwise make available to any person or entity any Confidential Information without the prior express written consent of Company. Seller shall secure and protect Confidential Information in a sufficient manner to maintain Company's confidentiality and proprietary rights. Nothing in these T&Cs shall prevent Seller's disclosure of Confidential Information solely to the extent required to comply with applicable law or regulation or a valid order of a court of competent jurisdiction; provided that if Seller receives a demand from a third party which purports to require disclosure of Confidential Information (e.g., a subpoena), Seller shall notify and consult with Company promptly following receipt of such demand or request (and prior to making any such disclosure), and cooperate with Company in any efforts to oppose and/or limit such disclosure.
- b. Without limiting the generality of the foregoing or the provisions of Section 11 above, Seller shall not directly or indirectly post anywhere on the Internet, share via email or otherwise distribute, publish or disclose (i) any screenshots or other reproductions of the Marketplace and/or (ii) any emails or other communications between Seller and Company and/or (iii) any documents provided to Seller by Company.

17. **Non-Solicitation.** Seller acknowledges that Company has devoted and will continue to devote significant time, effort and money to attracting, training and retaining high quality personnel, in order to provide the innovative, high quality products and services offered by Company to its customers (including Seller). Accordingly, in consideration of the rights and services herein provided to Seller, Seller expressly agrees that, during the Term and for a period of one (1) year thereafter, Seller will not directly or indirectly solicit, contact or communicate with any employee of Company, its parent Victory Live, Inc. or any of their respective affiliates for the purpose of causing, inviting or encouraging any such employee to alter or terminate such party's employment relationship with Company and/or such parent or affiliates.

18. **Company's Remedies.** Seller acknowledges and agrees that a breach of Section 16 or 17 by Seller would cause irreparable injury and damage to Company and that money damages would not be an adequate remedy for such a breach. Accordingly, Company shall be entitled to injunctive and other equitable relief to prevent or cure any breach or threatened breach of Section 16 or 17 by Seller, without having to prove damages, in addition to any other remedies to which Company may be entitled at law or in equity. Seller agrees that the covenants set forth herein are reasonable with respect to duration, geographic area and scope and are necessary to protect the business of Company.

19. **Limitations of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY EXPRESSED OR IMPLIED HEREIN:

- a. IN NO EVENT SHALL COMPANY BE LIABLE TO SELLER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, WHETHER COMPANY AND/OR SELLER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

- b. FOR ANY CLAIM BY SELLER THAT COMPANY UNDERPAID NET PROCEEDS, COMPANY'S SOLE LIABILITY WILL BE PAYMENT OF THE NET PROCEEDS ACTUALLY DUE AND PAYABLE.
  - c. FOR ANY CLAIM BY SELLER THAT COMPANY HAS BREACHED ANY OF COMPANY'S OTHER OBLIGATIONS HEREUNDER (i.e., OBLIGATIONS OTHER THAN COMPANY'S OBLIGATION TO PAY NET PROCEEDS), COMPANY'S LIABILITY WILL NOT EXCEED THE AGGREGATE SELLER FEES ACTUALLY PAID TO COMPANY FROM SELLER'S GROSS PROCEEDS DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SELLER'S CLAIM AROSE; AND
  - d. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM, NATURE OR TYPE OF CLAIM OR CAUSE OF ACTION ASSERTED BY SELLER, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND SHALL SURVIVE ANY TERMINATION OF THE TERM, REGARDLESS OF THE REASON FOR SUCH TERMINATION.
20. **No Reliance.** Seller will use and rely solely upon its own independent judgment and analysis in connection with all activities undertaken and/or decisions made by Seller on the Marketplace. Seller will not look to or rely upon Company to provide any advice or recommendations with respect to such matters, and acknowledges that Company makes no representation or warranty of any kind regarding the profitability of Seller's activities on the Marketplace.

21. **Data Practices.**

- a. **De-Identified and Aggregated Data.** Seller acknowledges and agrees that Company will have the perpetual right to de-identify Ticket Data, to aggregate Ticket 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 Seller 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, date of sale, and marketplace or website where sale occurred. Without limiting the foregoing, Company retains all intellectual property rights in such de-identified and aggregated data, and such rights survive termination of the Term.
- 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.

22. **Miscellaneous.**

- a. **Assignment.** Client's rights to use CORE under the license herein granted may not be assigned or transferred by Client without the prior written consent of Company. Company may assign its rights as Company deems appropriate. Subject to the foregoing restrictions, all of the terms in these T&Cs shall be binding upon and inure to the benefit of Company and Client and, to the extent permitted herein, to their respective successors and assigns. Any assignment in violation of this Section shall be null and void.
- b. **Force Majeure.** Company shall not have any liability under these T&Cs by reason of Company's inability or failure to perform, or delay in performing, any of Company's obligations hereunder to the extent such inability, failure or delay is the result of any Force Majeure Event. As used herein, a "**Force Majeure Event**" means any fire, earthquake, flood or other natural disaster or act of God, epidemic, pandemic or other public health or safety emergency, accident, explosion, casualty,



strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, act of civil or military authorities, terrorism, cyber-terrorism, embargo, war, any outage, failure or delay of any transportation, power, or communications system or infrastructure (including Internet access or network connectivity), or any other or similar cause beyond Company's control.

- c. Relationship of the Parties. Company and Seller are independent contractors. These T&Cs do not create a partnership, joint venture, agency, fiduciary or employment relationship between Company and Seller.
- d. Notices. All notices pursuant to these T&Cs 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. Notices to Client shall be sent to Client at Client's address on file with Company (as provided by Client to Company). Notices to Company shall be sent to Company at the following email addresses: [accounts@ticketevolution.com](mailto:accounts@ticketevolution.com) and [legal@victorylive.com](mailto:legal@victorylive.com).
- e. 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.
- f. Governing Law and Related Matters. These T&Cs 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 these T&Cs 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. These T&Cs 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 these T&Cs, 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. Company and Seller agree to, and hereby waive, any right to a jury trial in matters arising out of or in any way connected to these T&Cs, or the construction, interpretation, validity, or performance thereof, and/or the matters raised herein.
- g. Amendment; No Waiver; Cumulative Remedies. These T&Cs may be amended by Company periodically in its discretion. No failure or delay by Company or Seller in exercising any right under these T&Cs 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.
- h. Severability. If any provision of these T&Cs 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 these T&Cs shall remain in effect.
- i. Entire Agreement. These T&Cs, including all exhibits and addenda hereto, constitutes the entire agreement between Company and Seller with respect to the subject matter hereof, and supersedes

all prior and contemporaneous agreements, communications, proposals or representations, whether written, oral, electronic or otherwise.

*[END OF STANDARD TERMS AND CONDITIONS]*

**EXHIBIT A**  
**Fedex Shipping Program**

Company maintains an account with Fedex with discounted Fedex shipping rates (the "Company Fedex Account"). Whenever Seller purchases tickets via CORE, Seller will use the Company Fedex Account to arrange for the shipment of the tickets, unless Company specifically agrees in writing to a different arrangement.

Discounts apply to the Base Rate specified for each applicable service in effect at the time of shipment and do not apply to ancillary service fees, surcharges, special handling fees, Saturday delivery fees or other charges and are applicable for the time period specified below. Upon termination, Seller is fully responsible for all outstanding shipping charges.

In exchange for use of the Company Fedex Account, Seller agrees to all of the following:

1. Seller will be set up as a user of the Company master account.
2. Seller will be assigned a unique reference number to be used on all Fedex shipments created by Seller. Seller will only use that unique reference number on all shipments.
3. Seller will be fully responsible for all charges, penalties, late fees and any other charges incurred by Seller on their unique reference number within the Company master account. Any attempt to defraud or misuse access will result in immediate termination.
4. Seller may receive a weekly invoice as a CSV file from Company. Due to the nature of Fedex billing, Seller will pay invoices within two (2) business days of Receipt of invoice.
5. Seller is required to maintain a valid and up to date credit card on file, as payments will be collected via credit card. Seller recognizes that ACH transactions can occur to facilitate more timely payment of Fedex charges, if absolutely necessary.
6. Seller will not use the Company Fedex Account for shipment of anything other than Seller Tickets that Seller has purchased via CORE.
7. Seller will indemnify and hold Company harmless from and against any losses, damages, fines or charges incurred by Company arising from Seller's violation of the foregoing terms relating to the use of the Company Fedex Account.
8. Seller's violation of any of the foregoing terms may, at the full discretion of Company, result in immediate termination of account