



TERMS OF SERVICE

In return for being provided with access to the Services by Ticketsolve Limited, Guinness Enterprise Centre, Taylor's Lane, Dublin 8, Ireland (Company No. 451337) ("Ticketsolve") and you ("Client") agree to the following terms and conditions.

By in any way installing, activating, copying or otherwise using the Services, or any part of them, Client agrees to be bound by the terms of this Agreement. If Client does not agree to the terms of this Agreement, Client may not install, activate, copy or in any way use the Service or Software, or any part of them.

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Affiliate: any entity directly or indirectly controlling or controlled by or under direct or indirect common control with another entity; and "control" means the beneficial ownership of more than 50% of the issued share capital or the legal power to direct or cause the direction of the general management of the company, partnership or other entity in question (including the right to appoint or remove the majority of the board of directors of the company).

Agreement: these Terms of Service together with any Service Agreements agreed between the parties and any ancillary agreements or documents referred to herein.

Authorised Users: those employees, contractors, subcontractors, and agents who are authorised by Client to use the Services.

Business Day: a day other than a Saturday, Sunday or public holiday in Ireland when banks in Dublin are open for business.

Business Hours: 9.00 am to 5.30 pm local Irish time, each Business Day.

Client: the client entity executing the Service Agreement.

Client Data: the information and data supplied by Client and its Authorised Users for the purpose of using the Services during the Term.

Confidential Information: means any information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by either party to the other party whether before, on or after the date of this Agreement which ought reasonably to be regarded as confidential including, without limitation, information relating to the disclosing party's products, services, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities, business and financial affairs or other materials of a confidential nature.

DPA: the Data Processing Agreement agreed between the parties in Appendix 2.



Data Protection Laws: the provisions of the EU General Data Protection Regulation 2016/679 (the “GDPR”) and all national legislation implementing or supplementing the foregoing and all associated codes of practice and other guidance issued by any applicable data protection authority, all as amended, re-enacted and/or replaced from time to time, and any other applicable legislation relating to the collection, processing, transfer, or retention of personal data.

Effective Date: the effective date of this Agreement as set out on the Service Agreement.

Go Live Date: means the date for go live of the Services confirmed in writing by Ticketsolve.

Fees: the fees and charges for the Services as set out in the Service Agreement.

Initial Term: the initial term of this Agreement as set out in the Service Agreement.

Intellectual Property Rights: any and all intellectual property rights of any nature, whether registered, registerable or otherwise, including patents, trade dress, trade secrets, patentable rights, copyright, design rights, utility models, trademarks (whether or not any of the above are registered), trade or business names, goodwill, rights in domain names, rights in inventions, rights in data, moral rights, database rights, rights in know-how and confidential information, and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites source code and all intellectual property rights concerning a technology application, and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and right to apply for or register the same (present, future and contingent, and including all renewals, extensions, revivals and all accrued rights of action).

Service Agreement: the form signed by Client confirming the order for the Services subject to these Terms of Service. Service Agreement shall include any subsequent ordering document for services that is signed by the parties specifically referring to this Agreement.

Platform: the online software platform and applications from which Ticketsolve makes the Services available.

Professional Services: professional services to be provided by Ticketsolve in accordance with an agreed Statement of Work.

Renewal Term: the renewal periods described in clause 11.1.

Services: access to the Ticketsolve Platform and the services available thereon as more particularly described in the Service Agreement.

Service Level Agreement or SLA: the service level agreement attached at Appendix A.

Statement of Work: a statement of work as may be agreed between the parties setting out Professional Services to be provided by Ticketsolve to Client.

Term: means the Initial Term together with any subsequent Renewal Terms.



Terms of Service: these terms and conditions together with all appendices, as may be amended from time to time in accordance with clause 14.10.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, ransomware, trojan horses, viruses and other similar things, techniques or devices.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement. References to a clause, section, schedule, exhibit or appendix is to a clause, section, schedule, exhibit or appendix of this Agreement unless the context requires otherwise. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. Reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it. A reference to writing or written includes e-mail.

1.3 In the event, and to the extent only, of any conflict between the terms of any Service Agreement and any terms in this Terms of Service, the terms of the Service Agreement shall prevail.

2. SERVICES

2.1 Subject to the terms and conditions of this Agreement, Ticketsolve hereby grants to Client a non-exclusive, non-transferable right, without the right to grant sublicences, of access to and use of (and to permit the Authorised Users to access and use) the Services during the Term.

2.2 Client may designate an Authorised User as an administrator (or "master" administrator) with control over Client's service account, including management of Authorised Users and Client Data. Client is fully responsible for its choice of administrator and any actions they take. Client agrees that Ticketsolve's responsibilities do not extend to the internal management or administration of the Services for Client. Ticketsolve support will only change Authorised User passwords upon written confirmation from a listed venue manager or master administrator, this cannot be accommodated verbally by phone.

2.3 Each Authorised User must create and use unique access credentials, which may not be shared or used by more than one Authorised User. Client shall ensure its Authorised



Users do not share their access credentials with any other person or permit any other person to access the Services and shall be responsible for any unauthorised usage that occurs due to misuse of its log-in credentials. Client shall notify Ticketsolve immediately on becoming aware of any mis-use by any Authorised User or third party of Client's account or any breach of this clause 2.3. Accounts may be automatically deactivated after three (3) continuous months of inactivity.

- 2.4 Client may choose to add additional services to this Agreement during the Initial Term or during a subsequent Renewal Term. In this circumstance, Ticketsolve will provide Client with a revised Service Agreement that adds the additional services, Fees and unless otherwise specifically agreed the Term will not be amended by the revised Service Agreement. Once the revised Service Agreement is signed by both parties it will replace and supersede the Service Agreement then in effect. Professional Services may be agreed by the parties in a Statement of Work, which once agreed shall form part of and be subject to this Agreement.
- 2.5 Client shall cooperate with Ticketsolve in all matters relating to the Services and will give Ticketsolve timely access to any Client Data, materials and systems reasonably necessary for Ticketsolve to provide the Services. If Client fails to do so, Ticketsolve's obligation to provide the Services will be excused until access is provided. Where applicable, Client will ensure the availability of appropriately qualified internal IT or development resources during onboarding of the Services to support the delivery of integrations using the open API.
- 2.6 Affiliates of Client may procure Services from Ticketsolve under the terms and conditions of this Agreement, provided that each such Affiliate enters into an Service Agreement and/or Statement of Work for such Services, referencing this Agreement. Any Affiliate that enters into such Service Agreement and/or Statement of Work with Ticketsolve will be deemed to be "Client" hereunder, provided that such Service Agreement and/or Statement of Work, together with these Terms of Service, will constitute a separate contract with such Affiliate.
- 2.7 During the Term of this Agreement, Client agrees to exclusively use the Services provided by Ticketsolve for all box office and associated online needs. Client shall not engage with any other provider for competing services that are covered under this Agreement and agrees not to install, subscribe to, or utilise any software, platform, or service that directly competes with the Services for the duration of the Agreement. This clause may be reviewed for clients who are required to run periodic tenders or comply with legally mandated procurement processes.
- 2.8 The Services shall be as defined in the Service Agreement(s). Any equipment or connective devices necessary for the Client to make use of the Services such as cash drawers, printers, and scanning devices shall be provided by Client. Ticketsolve is not liable for any such equipment or device failure or incompatibility with the Services.

3. CLIENT'S OBLIGATIONS

- 3.1 Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly



notify Ticketsolve. Client shall be responsible for the acts and omissions of its Affiliates and Authorised Users who access the Services, as though they were the acts and omissions of Client. Client agrees to indemnify and hold harmless Ticketsolve, its Affiliates and subcontractors against any claims, costs, losses, damages, liabilities or expenses arising from the acts or omissions of its Affiliates and Authorised Users.

- 3.2 Client shall not during the course of its use of the Services access, store, distribute or transmit any Viruses, or any material that: (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; or (ii) facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence; or (iii) is discriminatory or otherwise illegal or causes damage or injury to any person or property; (iv) contains any unsolicited or unauthorised advertising, promotional or marketing materials; or (v) encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law or regulation.
- 3.3 Client shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means; (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of Services; (iii) access all or any part of the Services in order to build a product or service which competes with the Services; or (iv) work around any technical limitations in the Services.
- 3.4 Client shall: (i) comply with all applicable laws and regulations with respect to its activities under this Agreement; (ii) obtain and shall maintain all necessary licences, consents, and permissions necessary (if any) in respect of Client's systems and software for Ticketsolve to provide the Services; and (iii) be solely responsible for procuring, configuring and maintaining its own systems, software, hardware and network connections necessary to enable it to connect to the internet to access Ticketsolve's Platform, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Client's network connections or telecommunications links.
- 3.5 Client acknowledges that it is solely responsible for ensuring that its use (and the use of its Authorised Users) of the Services do not infringe this clause 3. Without prejudice to Ticketsolve's other rights in law or equity, Ticketsolve reserves the right, without liability to Client, to suspend or disable Client's or any Authorised Users access to the Services where Client or an Authorised User is in breach of the provisions of this clause 3 and fails to remedy such breach within ten (10) days of being notified by Ticketsolve to do so, provided however that where such breach of same: (a) violates or may violate any applicable law; or (b) has or may have a material adverse impact on Ticketsolve's ability to provide the Services to its clients; or (c) impacts on the integrity and security of the Platform, then no remedy period shall be granted to Client prior to Ticketsolve exercising the suspension or disablement rights herein. Client shall not thereby be entitled to claim any refund or compensation for such suspension or disablement and shall remain liable for all Fees arising during any period of suspension.



- 3.6 While Ticketsolve does not moderate Client's use of the Services, it may report any illegal activity it discovers to the relevant authorities.
- 3.7 Ticketsolve shall be entitled, either itself or through its third party representatives to audit Client's compliance with this Agreement, including but not limited to Client's use of the Services and Platform and the number and type of Authorised Users in Client's business and Client will provide all reasonable assistance to Ticketsolve or its third party auditors in respect of such audit.

4. FEES AND PAYMENT

- 4.1 Ticketsolve shall invoice Client and Client shall pay the Fees in accordance with the provisions of the relevant Service Agreement and this clause 4. Subject to clause 4.6, Fees for Renewal Terms shall be at Ticketsolve's then-current rates, regardless of any discounted pricing in a prior Service Agreement.
- 4.2 All payments due under this Agreement shall be made by Client via direct debit. Client agrees to provide and maintain valid and up-to-date direct debit instructions with the designated bank account for the duration of the Agreement. Payments shall be debited on the agreed date each month (or as otherwise specified) without the need for further action by Client, and Client acknowledges that failure to maintain valid direct debit details may result in delays or non-payment of amounts due.
- 4.3 All Fees are non-cancellable and non-refundable and are exclusive of all sales, use, value-added, withholding and other taxes, duties and tariffs which shall be added to Ticketsolve's invoice(s) at the appropriate rate. Client will pay all taxes and duties (including withholding tax) (but excluding, for the avoidance of doubt, any taxes referable to Ticketsolve's income or employees) assessed in connection with this Agreement. Client shall pay all Fees in full without set off or counterclaim.
- 4.4 Should Client have a bona fide dispute in respect of all or any part of any invoice(s) it will notify Ticketsolve of the nature of that dispute in writing within ten (10) days of receipt of the invoice giving the relevant details. Following any such notice, Client will be entitled to withhold payment of the amount in dispute without interest but will pay the undisputed amount(s) in accordance with this Agreement. The parties will cooperate in good faith to resolve any such dispute as amicably and promptly as possible and on settlement of the dispute Client shall discharge all agreed amounts in accordance with the agreed payment terms.
- 4.5 If Ticketsolve has not received payment of undisputed Fees within fifteen (15) days after the due date in accordance with the payment terms set out in the Service Agreement, and without prejudice to any other rights and remedies of Ticketsolve, Ticketsolve may subject to providing a further fifteen (15) days' written notice, without liability to Client, disable Client's password, account and suspend access to all or part of the Services and Ticketsolve shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid. In



addition, interest shall accrue on a daily basis on such outstanding amounts at an annual rate equal to 4 (4) percentage points above the European Central Bank's reference rate or if such rate shall exceed any applicable permissible legal interest rate, then at the highest legally permissible rate, commencing on the due date and continuing until fully paid, whether before or after judgment.

4.6 Where Client is a UK charitable organisation and does not have a VAT number from HMRC, Client shall provide an alternative tax reference number or confirmation from HMRC e.g. payroll or other tax related documentation. A charity that does not have a VAT number should consider the implications of receiving services from outside the UK and determine if the receipt of such services implies that the charity has an obligation to register for UK VAT when the value of such supplies on which the reverse charge accounting treatment applies is taken into account.

4.7 Where the Client avails of Ticketsolve Pay as the designated payment solution:

- **Refund Transactions:** All refunds processed via Ticketsolve Pay will be charged at the standard Ticketsolve Pay percentage rate applicable to the Client, as shown within the Platform and the Service Agreement. Additionally, a flat fee of £0.10 or €0.10 (as applicable) per refund transaction will apply.
- **Payout Charges:** A fee of £0.20 or €0.20 (as applicable) will be charged per payout made to the Client. For any non-domestic payouts (i.e. cross-border transfers outside the domestic country of the Client's bank account), a charge of £20 or €20 (as applicable) will apply per payout.

5. SUPPORT AND MAINTENANCE

5.1 Ticketsolve shall use all reasonable endeavours to provide the Services in accordance with the Service Level Agreement. Client may contact Ticketsolve for support in relation to the Services during Business Hours by contacting support@ticketsolve.zendesk.com.

5.2 From time to time it may be necessary for Ticketsolve to complete maintenance on the Ticketsolve systems and Platform. If the maintenance is likely to result in unavailability of the Services then Ticketsolve will endeavour to advise Client in advance. Unscheduled maintenance in respect of a significant event may be required to be performed at any time without notice.

6. WARRANTIES AND DISCLAIMER

6.1 Each party warrants that it has the full corporate power: (i) to enter into this Agreement; (ii) to carry out its obligations hereunder; and (iii) to grant the rights herein granted to the other party.

6.2 Client warrants and represents to Ticketsolve that Client Data provided to Ticketsolve by or on behalf of Client: (i) is owned by Client or provided with the express consent from the third party holding any ownership rights (including copyright) over such material, or, alternatively, is in the public domain, and are not owned by any third party



or otherwise covered by copyright laws; (ii) does not breach the rights of any person or entity, including rights of publicity, privacy, or under applicable Data Protection Laws or direct marketing laws and are not defamatory; and (iii) does not result in consumer fraud (including being false or misleading), product liability, tort, breach of contract, breach of Intellectual Property Rights, injury, damage or harm of any kind to any person or entity.

- 6.3 Client warrants and represents to Ticketsolve that the tickets and other items sold via the Services are valid and provide access to the event, service or product promised on or by the ticket and all other items sold via the Services comply with their description, are of satisfactory quality, are fit for the purpose for which they were sold and are otherwise compliant with all relevant laws and regulations. Client acknowledges that on sales of any tickets or other items using the Services, the Client, and not Ticketsolve, is the selling contracting party, and is responsible for supplying the relevant items, providing refunds to Client's customers and calculating payment of VAT and, in doing so, complying with all applicable laws and regulations.
- 6.4 Ticketsolve warrants to Client that: (i) it will use reasonable endeavours to ensure that the Services when used in accordance with this Agreement shall perform materially in accordance with the User Documentation; (ii) it shall obtain and maintain all necessary licenses, permits and consents as required to enable Ticketsolve to provide the Services; and (iii) it shall comply with all applicable laws relating to the Services, provided that this warranty will not apply to the extent of any non-conformance which is caused by Client's use of the Services contrary to this Agreement, or modification or alteration of the Services by any party other than Ticketsolve or Ticketsolve's duly authorised contractors or agents.
- 6.5 Other than with respect to the express warranties set forth herein, the Services are provided "as is" and all warranties express or implied, representations, conditions and all other terms of any kind whatsoever implied by statute or common law, including those of non-infringement, merchantability and fitness for a particular purpose, all are, to the fullest extent permitted by applicable law, are hereby disclaimed and excluded by Ticketsolve from this Agreement. Client is solely responsible for determining the suitability of the Services for its use in light of any applicable legislation or regulations including without limitation Data Protection Laws.
- 6.6 Notwithstanding the foregoing clauses, Ticketsolve does not warrant that Client's use of the Services will be uninterrupted or error-free or that the Services will operate in combination with third party services and devices used by Client save where otherwise agreed. Client is responsible for all systems, equipment and devices used in connection with the Services and to keep same updated so as to be compatible with the Platform and Services. Ticketsolve can advise on compatible devices but is not responsible for any such devices Client chooses to use. The Service may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. Ticketsolve is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities including the internet, which are part of Client's system. In relation to the Services, Ticketsolve is not responsible for any inaccuracies or errors arising as a result



of incorrect data provided by Client or data provided by Client or any third party which does not conform to required input formats which are notified in writing by Ticketsolve to Client or as advised in the User Documentation. Ticketsolve accepts no responsibility for any interruption to or loss of business arising as a direct or indirect result of the Platform and the Services.

- 6.7 Client acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Ticketsolve does not control the content of any events or services supplied by third parties and the inclusion of content does not imply endorsement of the third party by Ticketsolve or any association with that third party. Ticketsolve makes no representation or commitment and the Client agrees that Ticketsolve will have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by Client (or its customers), with any such third party. Any contract entered into and any transaction completed via any third-party website is between Client (or its customers) and the relevant third party, and not Ticketsolve. Ticketsolve recommends that Client refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website.
- 6.8 Ticketsolve uses a third party provider Mangopay S.A for the purposes of providing payment solutions which are integrated into some of the the Services. Mangopay S.A. is an electronic money institution authorized by the Commission de Surveillance du Secteur Financier (CSSF) in Luxembourg to provide e-money and payment services. As part of this Agreement and where relevant to the Services, Ticketsolve's clients are required to accept the Mangopay terms and conditions. Client agrees that by entering into this Agreement, Client accepts the Mangopay terms and conditions available at [this link](#) which terms and conditions constitute an agreement between Client and Mangopay that governs Client's use of the Mangopay services via the Mangopay platform. Client acknowledges and agrees that Ticketsolve can perform certain actions in relation to the Mangopay platform on Client's behalf. Ticketsolve is authorised to act on behalf of the Client in performing the following actions on the Mangopay account of the Client: (i) update personal information (e.g. email, phone number); (ii) view account balances and transaction history; (iii) register external accounts as trusted beneficiaries; and (iv) initiate transfers and payouts to registered beneficiaries or other Ticketsolve users. Client may revoke this proxy at any time with written notification to Ticketsolve or to Mangopay, however Client acknowledges and agrees that any such revocation may mean Client can no longer use some or all of the Services.
- 6.9 Ticketsolve may offer to introduce Client to other third party providers for services relevant to or in connection with the Services, including but not limited to providers of merchant acquiring services and card processing solutions. Ticketsolve may provide contact information for Client to any such third party for the purposes of making such introduction.
- 6.10 Ticketsolve reserves the right to introduce new or enhanced features and functionalities to the Services which do not negatively impact the Services.



7. DATA

- 7.1 In providing its Services under this Agreement, Ticketsolve may be required to process personal data on Client's behalf. In such circumstances, the parties record their intention that Client and its Affiliates (as applicable) shall be the controller and Ticketsolve shall be a processor and each party shall comply with the DPA.
- 7.2 Ticketsolve shall own all rights, title, and interest in and to any and all data generated, collected, or derived from its use of the Platform, including but not limited to usage data, performance metrics, analytics, statistics and any aggregated or anonymized data or insights derived therefrom. Such data may be used by Ticketsolve for its business purposes, including to improve the Platform, Services and to develop new products or services. This data shall be irreversibly anonymized and shall not be considered personal data under Data Protection Laws and shall not include any Client Data or Client Confidential Information.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 Client acknowledges and agrees that Ticketsolve and/or its licensors own all Intellectual Property Rights in the Services and Platform (including any modifications or enhancements thereto) and shall remain the property of Ticketsolve and/or its licensors. Except as expressly stated herein, this Agreement does not grant Client any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services and Platform.
- 8.2 All Client Data shall be and remain the property of Client, and/or its licensors, as the case may be. Client shall own all right, title and interest in and to all of Client Data and shall have sole responsibility and liability for the legality, reliability, integrity, accuracy and quality of all such Client Data. Client hereby grants Ticketsolve a royalty-free, non-exclusive licence to use the Client Data for the Term of this Agreement solely for the purposes of carrying out its obligations under this Agreement.

9. INDEMNITY

- 9.1 Ticketsolve will indemnify Client in respect of any and all third party claims, suits, demands and actions and for resulting damages, awards of damages, losses, costs, expenses and liabilities (including reasonable legal fees, fines and penalties) to the extent arising out of claims by third parties that the Services as used in accordance with this Agreement infringes a third-party's copyright, trademark existing or patent granted as of the date of delivery in any country in which the Services are delivered. If Services are or are likely to be held to be infringing, Ticketsolve will at its expense and option either: (i) procure the right for Client to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing, or (iv) terminate this Agreement and refund to Client fees paid for any unused portion of the Services.
- 9.2 Notwithstanding the above, Ticketsolve shall have no liability to Client to the extent that any such claim is based upon: (i) modifications to the Services made by anyone other than Ticketsolve or its authorised representatives and agents; (ii) combination of the Services with software not provided by Ticketsolve or specified in any User



Documentation; (iii) Client's failure to use modifications to the Services provided by Ticketsolve to avoid infringement or misappropriation; or (iv) Client or its Authorised User's unauthorised or misuse of the Services, or breach of applicable laws.

9.3 The rights granted to Client under Clause 9.1 shall be Client's sole and exclusive remedy and Ticketsolve's entire liability for any alleged or actual infringement of Intellectual Property Rights of any third party.

9.4 Client shall defend, indemnify and hold harmless Ticketsolve, its Affiliates and each of its officers, employees agents and subcontractors from and against all claims, demands, damages, awards of damages, losses, costs, expenses and liabilities (including any regulatory fines and reasonable legal fees) that result or arise in connection with Client or its Authorised User's: (i) unauthorised use or misuse of the Services in breach of clause 3; (ii) infringement or violation of Ticketsolve's Intellectual Property Rights; or (iii) breach of applicable law including violations of third party rights due to Client's use of the Services with the Client Data.

9.5 The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "Indemnitee") shall promptly notify the indemnifying party (the "Indemnitor") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof (provided that the Indemnitor will not enter into any settlement of such claim without the prior approval of the Indemnitee, which approval will not be unreasonably withheld); (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld; (iii) the Indemnitee shall use its reasonable endeavours to mitigate any damages, losses, costs and expenses resulting from a claim; and (iv) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

10. LIMITATION OF LIABILITY

10.1 Nothing in this Agreement limits or excludes liability of either party in respect of any claims for death or personal injury caused by negligence, fraud or any other liability which cannot be excluded or limited by law.

10.2 To the maximum extent permitted by applicable law, Ticketsolve will not have any liability to Client for any loss of profits, loss of business, loss of revenue, loss of data, reputational damage, or for any indirect, special, incidental, punitive, or consequential damages however caused and under any theory of liability whether or not Ticketsolve has been advised of the possibility of such.

10.3 Subject to clauses 10.1 and 10.2, to the maximum extent permitted by applicable law, Ticketsolve's total aggregate liability arising out of or related to this Agreement or



the Services under any theory of law (including liability for negligence or breach of statutory duty or an indemnity claim) shall not exceed the total amount of the Fees paid by Client in the twelve (12) months preceding the event giving rise to the claim under which the liability has arisen.

10.4 Nothing in this Clause 10 shall exclude or limit the Client's obligation to pay the Fees.

11. TERM AND TERMINATION

11.1 This Agreement shall commence on the Effective Date and shall unless otherwise terminated as provided in this [Clause 11](#) continue for the Initial Term. Thereafter, this Agreement shall automatically renew for the Renewal Terms of twelve (12) months each unless either party notifies the other party of termination, in writing, at least thirty (30) days before the end of the Initial Term or any Renewal Term, in which case this Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Term or otherwise terminated in accordance with the provisions of this Agreement. The Initial Term together with any subsequent Renewal Terms shall constitute the Term.

11.2 Ticketsolve may immediately terminate this Agreement by notice in writing to Client if Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment.

11.3 Either party shall be entitled, without prejudice to the rights and remedies otherwise available under this Agreement or by law to terminate the Agreement on written notice in the event of:

11.3.1 a material breach of this Agreement by the other party which, if capable of remedy, is not remedied by the defaulting party within thirty (30) days of its receipt of written notice of the breach from the non-defaulting party;

11.3.2 fraud or wilful default of the other party; or

11.3.3 the other party is unable to pay its debts, or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

11.4 Client may terminate this Agreement for convenience by giving a minimum thirty (30) days' written notice to Ticketsolve, subject to Client's payment of all outstanding amounts due and to become due in relation to the termination, including all Fees due under all Service Agreement through to the normal expiration date of the then current term if early termination had not occurred. No amounts prepaid by Client shall be refundable in such circumstances.

11.5 On termination of this Agreement for any reason:



- 11.4.1 Client shall immediately pay to Ticketsolve all amounts due and owing up to the date of termination;
- 11.4.2 all licences and rights of access granted under this Agreement shall immediately terminate;
- 11.4.3 each party shall return and make no further use of any Confidential Information, software, property, documentation and other items (and all copies of them) belonging to the other party;
- 11.4.4 upon receipt of a written request, Ticketsolve shall use reasonable commercial endeavours to deliver a back-up of Client Data to Client within thirty (30) days of its receipt of such a written request, provided that Client has at that time paid all fees and charges outstanding at and resulting from termination. If Ticketsolve does not receive any such request within thirty (30) days of the date of termination, it may destroy or otherwise dispose of any of Client Data in its possession; and
- 11.4.5 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 the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

11.6 If Ticketsolve terminates this Agreement or relevant Service Agreement or Statement of Work due to Client's breach in accordance with clause 11.2 or 11.3, then Ticketsolve may declare all outstanding amounts due and to become due in relation to the termination (including unpaid Fees through the normal expiration date of the then-current Term) immediately due and payable.

11.7 In the event that Client undergoes a change of control (as defined below) and Ticketsolve believes that such change of control shall: (i) materially affect the ability of Client to pay the Charges; or (ii) materially affect the ability of Ticketsolve or Client to perform their respective obligations under this Agreement; or (iii) have a material impact on the Services, then Ticketsolve shall be entitled to terminate this Agreement immediately on notice, or, in the sole discretion of Ticketsolve, propose changes to this Agreement as a consequence of such change of control. In the absence of agreement of Client to such changes within thirty (30) days of such proposal Ticketsolve shall be entitled to terminate this Agreement immediately on notice. For the purposes of this Clause "change of control" shall occur where there has been a change of ownership of shares in Client resulting overall in more than 50% of the total voting rights conferred by all such shares being held directly or indirectly by a person who did not hold 50% of the voting rights as at the date of this Agreement or the whole or a substantial part of the business or assets of Client has been sold or otherwise disposed of.

12. CONFIDENTIALITY

12.1 Each party (the "Receiving Party") acknowledges that, in the course of this Agreement, it may obtain Confidential Information from the other Party, (the "Disclosing Party"). The Receiving Party shall keep in confidence and protect the Confidential Information of the Disclosing Party from unauthorised disclosure or dissemination and use no less than that degree of care it uses to protect its own like information, and in any event no less



than reasonable care. The Receiving Party shall not use such Confidential Information except in furtherance of this Agreement.

12.2 The Receiving Party shall not disclose any Confidential Information to any person without the Disclosing Party's prior written consent except that the Receiving Party may disclose the Confidential Information to its officers, employees, independent contractors and agents ("Representatives") on a "need-to-know" basis, provided that such Representatives are bound by a written agreement with materially the same terms and conditions as this clause 12 and the Receiving Party remains ultimately liable for any breach thereof. In addition, either party may provide a copy of this Agreement or otherwise disclose its terms in connection with any audit, financing transaction, regulatory or due diligence inquiry provided the recipients are subject to obligations of confidentiality at least as restrictive as those contained herein. Except as expressly provided in this Agreement, no ownership or license rights are granted in any Confidential Information.

12.3 The obligations of confidentiality shall continue during the term of this Agreement and thereafter, unless and until such Confidential Information falls within one of the exceptions outlined in clause 12.4.

12.4 This clause 12 shall not apply with respect to information the Receiving Party can document: (a) is in the public domain as a result of no act or omission of the Receiving Party or its employees or agents; (b) is received by the Receiving Party from a third party without restriction and without breach of a duty of nondisclosure by such third party; (c) was independently developed by the Receiving Party without reliance on the Confidential Information as evidenced by its written records at the time; or (d) was, prior to its receipt by the Receiving Party from the Disclosing Party, in the possession of the Receiving Party and at its free disposal without confidentiality obligations.

12.5 If the Receiving Party is confronted with legal action to disclose the Confidential Information received under this Agreement from the Disclosing Party or it is required to be disclosed by operation of law, the Receiving Party shall, unless prohibited by the applicable laws, provide prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek a protective order or other relief that it deems appropriate, and the Receiving Party shall reasonably assist the Disclosing Party in such efforts. If disclosure is nonetheless required, the Receiving Party shall limit its disclosure to only the portion of the Confidential Information which must be disclosed as advised by its legal counsel.

12.6 Any breach or threatened breach by the Receiving Party of an obligation under this clause 12 may cause the Disclosing Party immediate and irreparable harm for which damages alone may not be an adequate remedy. Consequently, the Disclosing Party has the right, in addition to other remedies available at law or in equity, to seek injunctive relief against the Receiving Party or to compel specific performance of this clause.

12.7 A Receiving Party must notify the Disclosing Party in writing, giving full details known to it immediately, when it becomes aware of any actual, suspected, likely or threatened breach by any person of any obligation in relation to the Confidential Information, or



any actual, suspected, likely or threatened theft, loss, damage, or unauthorised access, use or disclosure of or to any Confidential Information.

13. FORCE MAJEURE

Neither party shall have any liability to the other party under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, failure of a utility service or transport or telecommunications network, inability to secure computer processing facilities including those of the necessary quality or security or to obtain SMS text messaging services, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, pandemic, epidemic, provided that the party notified of such an event and its expected duration. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for three (3) months, the party not affected may terminate this Agreement by giving one calendar month written notice to the other party. Force Majeure shall not prevent or delay the payment of any sum due or to be due by either Party.

14. MISCELLANEOUS

- 14.1 Waiver. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law, or a single or partial exercise of such right or remedy, shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.
- 14.2 Invalidity. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 14.3 Entire Agreement. This Agreement and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Additional Service Agreements may be agreed between the parties referencing this Agreement, each of which shall form part of the Agreement.
- 14.4 Assignment. Ticketsolve may assign, novate or otherwise transfer on written notice all of its rights and obligations under this Agreement to: (i) an Affiliate; (ii) a purchaser of all or substantially all assets related to this Agreement; or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which a party is participating. Client may not assign, novate or otherwise transfer its rights and obligations under this Agreement without Ticketsolve's prior written consent, such consent not to be unreasonably withheld or delayed. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement



will bind and inure to the benefit of the parties and their respective permitted successors and assigns.

- 14.5 Publicity. Neither party may publicly announce this Agreement except with the other party's prior consent or as required by applicable laws. However, Ticketsolve may include Client and its trademarks in Ticketsolve's customer lists and promotional materials but will cease this use at Client's written request.
- 14.6 No agency. Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between the parties, or authorize either party to act as agent for the other.
- 14.7 Notice. Any notice to be given by either party for the purposes of the Agreement shall be sent by mail/email to the contact party whose details are set out in the Service Agreement. A notice delivered (i) by hand shall be deemed to have been received when delivered or if delivery is not in Business Hours, at 9am on the first Business Day following delivery, (ii) by post if correctly addressed by prepaid registered delivery shall be deemed delivered two days from the date of posting and five days for pre-paid registered airmail, and (iii) by email shall be deemed to have been received at 9.00am on the next Business Day after transmission.
- 14.8 Survival. Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement will survive the expiration or termination of this Agreement. The following Clauses shall survive the termination or expiration of this Agreement: clause 3, 6, 7, 8, 9, 10, 11, 12, 13 and this clause 14.
- 14.9 Amendment. Ticketsolve may amend these Terms of Service from time to time and will notify Client prior to any such amendments taking effect. Should Client decide that any amendment to the Terms of Service is unacceptable, Client may terminate this Agreement by issuing notice in writing to Ticketsolve to within ten (10) days of being notified of such change by Ticketsolve. If Client has not provided written notice within such ten (10) day period, it shall be deemed to have accepted the amended Terms of Service.
- 14.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. The parties acknowledge that they may use an electronic signature process to sign this Agreement and agree to be bound by any such electronic signature which they have applied to the Agreement. The exchange of a fully executed version of this Agreement (in counterparts or otherwise) by electronic transmission (including .pdf or any electronic signature complying with Regulation (EU) N°910/2014 (eIDAS Regulation), e.g. www.docusign.com) and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes and shall be sufficient to bind the parties to the terms and conditions of this Agreement. No exchange of original signatures is necessary.
- 14.11 Dispute Resolution. The parties shall do their best acting in good faith to settle amicably any dispute, controversy or claim arising out of or in connection with the



existence, validity, construction, performance and termination of the Agreement (or any terms thereof). Escalation to the senior management (or C-Suite) of the parties shall be the preferred dispute resolution methodology. If senior management (or C-Suite) cannot resolve the dispute within 30 days of first notification of the dispute the matter shall be referred to the courts of Ireland in accordance with clause 14.12.

14.12 Governing Law and Jurisdiction. This Agreement and any disputes or claims arising out of or in connection with it are governed by and construed in accordance with the laws of the Republic of Ireland. The parties irrevocably agree that the courts of the Republic of Ireland have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).



APPENDIX A

SERVICE LEVEL AGREEMENT

Any issues that affect the ability to make sales or take payments are treated as priority 1 and are dealt with 24/7 as per our Service Level Agreement. Issues outside of this are dealt within office hours and any required fixes deployed at next appropriate deployment.

Ticketsolve support email is also constantly monitored and responded to within the same working day. All solutions to questions are shared with the client base using support tool Zendesk so that support learnings are shared with the entire client base.

Due to all users using the same system we can replicate all problems in Head Office ensuring issues are dealt with in a timely and professional manner. Remote access is readily available to assist front line box office staff, those running reports or configuring the system. We use a number of software tools to aid us with remote access i.e. GotoMeeting and Team Viewer which allows us remote access to all users desktops.

Ticketsolve categorise the severity level definitions on a scale of 1 (most severe) to 3 (general issues). Please see table below:

Severity Level	Definition
Level 1 High	Major impact no access to application and no work around solution.
Level 2 Medium	Minor impact due to application impaired and work around solution is available
Level 3 Low	Minimum or no impact to the application and includes general enquiry or request.

These issues relate to those items within the control of Ticketsolve including but not limited to application, server infrastructure, software and services directly managed by Ticketsolve. For items outside the direct control of Ticketsolve, including internet connections, VPN, dedicated lines, electricity networks, firewalls, routers, payment processing, the onus is on the Client to resolve these issues. Client is responsible for the upkeep, updating and maintenance of all relevant hardware devices such as computers, printers, PDQ devices, scanning devices and till drawer systems.

(a) Target Resolution Time

Resolution time is the elapsed time difference between when the case is received by Ticketsolve and when the case is closed (user acceptance). That does not include the time of any clock stop (e.g. out of related time coverage window, waiting for 3rd party resolution or assistance, waiting for client information, waiting for user approval). The table below outlines Ticketsolve's service level adherence to response and resolution time:



Severity Level	Service Level Criteria	Minimum % Adherence
Level 1 High	Response Time and Resolution Time	95%
Level 2 Medium	Response Time and Resolution Time	95%
Level 3 Low	Response Time and Resolution Time	90%

The table below outlines the specific timings in relation to each severity level:

Severity Level	Response	Diagnosis	Workaround	Resolution
Level 1 High	3 hours	3 hours	8 hours	Within 24 hours
Level 2 Medium	3 hours	4 hours	8 hours	3 business days
Level 3 Low	5 hours	1 business day	2 business days	5 business days

Ticketsolve will work with its best efforts in resolving the issues at the earliest possible time. The timings outlined above are average resolution times. Ticketsolve works on a continuous upgrade cycle, where deploys are implemented on a regular basis. Certain non-critical (e.g. cosmetic) fixes may be deployed weekly. Ticketsolve offers 24/7 on-call support service via phone call to the current listed support number, found on the website and help desk, outside of office hours which is for business critical requests. Email requests sent outside of office hours will be responded to during business office hours of 9am - 6pm Monday to Friday, therefore are not counted in the agreed service window and all business critical or urgent requests outside of this time should be communicated via phone call.

(b) Monitoring & Resolutions

Ticketsolve is monitored automatically 24/7 to ensure the system is working correctly and efficiently. These monitoring systems actively watch all aspects of the platform and automatically notify us by email and text alert when there are any problems. The overall clustered infrastructure ensures that there is no single point of failure.

The client would have the ability to control automated recovery facilities, in the event of a 'routine' system failure. In the case of application server problems they are automatically taken out of the server list and alerts generated. In the case of database issues an alert is generated. If there is a serious issue with the main database the warm back up can be switched to in a matter of minutes.

(c) System Uptime

Ticketsolve guarantee a system uptime of 99.9% as part of this service level agreement.

(d) Backup & Disaster Recovery



As a hosted solution, Ticketsolve provides a comprehensive disaster recovery plan as part of our managed service. Our plan is outlined below.

If a disastrous interruption of service occurs we would transition the application to work on the Amazon Elastic Compute Cloud (Amazon EC2) platform. This is a web service that provides resizable compute capacity in the cloud. This service allows Ticketsolve to quickly restore latest database backup and be live on a new platform in a matter of hours in the case of a disaster.

Tests are carried out frequently to ensure that any disaster recovery execution will go as smoothly as possible. Currently our estimated time for restoration once instigated is between 60-120 minutes.



APPENDIX B

DATA PROCESSING AGREEMENT

This Data Processing Agreement ("DPA") sets out the additional terms, requirements and conditions on which Ticketsolve will process Personal Data when providing the Services and contains the mandatory clauses required by Article 28(3) of the General Data Protection Regulation ((EU) 2016/679) ("GDPR") for contracts between controllers and processors.

AGREED TERMS

1. INTRODUCTION

- 1.1 In providing the Services under the Agreement, Ticketsolve may be required to process Personal Data on Client's behalf. The parties record their intention that Client and its Affiliates (as applicable) shall be the Controller and Ticketsolve shall be a Processor.
- 1.2 Client and its Affiliates shall, at all times, comply with their respective obligations as Controller and shall be responsible for Processing of all Personal Data processed under or in connection with the Agreement by their respective contractors or agents and Authorised Users in accordance with their obligations under applicable Data Protection Laws.
- 1.3 Client shall ensure that Authorised Users and all relevant third parties have, been informed of, and have given their consent, as required by Data Protection Laws to the specific Processing as contemplated by this DPA.
- 1.4 Annex 1 to this DPA sets out certain information regarding Ticketsolve and its subprocessors Processing of the Personal Data as required by article 28(3) of the GDPR.
- 1.5 Client hereby instructs Ticketsolve (and consents and authorises Ticketsolve to instruct each subprocessor) to process Client Personal Data as reasonably necessary for the provision of the services and consistent with this DPA.
- 1.6 The terms "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach" and "Process/Processing" have the same meaning as described in GDPR and shall be construed accordingly.

2. DATA PROTECTION OBLIGATIONS

- 2.1 To the extent that Ticketsolve Processes Client Personal Data pursuant to the Agreement, Ticketsolve warrants, represents and undertakes to Client that it shall:
 - 2.1.1 not process, disclose to or source from any third party, any Personal Data except to the extent, and in such a manner, as is reasonably necessary for the provision of the Services and then only where Ticketsolve is acting on



and in accordance with the express written instructions of Client and/or its Affiliates, and at all times in accordance with all Data Protection Laws;

- 2.1.2 implement and maintain appropriate technical and organisational measures to protect Client Personal Data including but not limited to against accidental unauthorised or unlawful loss, destruction, damage, alteration, access, disclosure or other Processing;
- 2.1.3 not transfer or Process any Client Personal Data outside the European Economic Area, including any transfer via electronic media, without the express prior written consent of Client (and subject then in any event to the execution of an appropriate data transfer agreement);
- 2.1.4 cooperate as reasonably requested by Client to enable Client to (i) comply with any exercise of rights by a Data Subject under the Data Protection Laws in respect of Personal Data processed by Ticketsolve under this DPA and shall implement and maintain appropriate technical and organisational measures to assist Client in responding to such requests from Data Subjects and shall notify Client promptly upon receipt of any such request from a Data Subject; and (ii) comply with any assessment, enquiry, notice or investigation under the Data Protection Laws which includes assisting Client where required in its obligations under Articles 35 and 36 of GDPR (including but not limited to the completion of a data protection impact assessment) to the extent this relates to the Services. Any such reasonable assistance shall be at the cost of Client;
- 2.1.5 maintain proper up to date records of any Client Personal Data Processed by or on behalf of Ticketsolve pursuant to this DPA;
- 2.1.6 ensure that all Ticketsolve Personnel engaged in the provision of the Services have entered into a confidentiality agreement with Ticketsolve and shall further ensure that such Ticketsolve Personnel are made aware of and observe Ticketsolve's obligations under this DPA with regard to the security and protection of Personal Data;
- 2.1.7 at Client's option within thirty (30) days in writing to Ticketsolve, either: (i) return to Client; or (ii) delete from its systems, or destroy and make permanently unusable, all Client Personal Data and any copies, records, analysis, memoranda or other notes to the extent containing or effecting any Personal Data and Ticketsolve shall provide a certificate of confirmation from a senior authorised representative of Ticketsolve that this paragraph 2.1.7 has been complied with in full in accordance with Ticketsolve extract, return and deletion procedures and no longer than thirty (30) days from receipt of the request;
- 2.1.8 appoint and identify to Client a named individual within Ticketsolve to act as a point of contact for any enquiries from Client relating to Personal Data and cooperate in good faith with Client concerning all such enquiries within a reasonable time period;



- 2.1.9 only sub-contract any element of the data Processing provided that: (i) Client has given its express prior written consent to the use of such a sub-contractor; or (ii) has given its prior general consent to sub-contracting of the data Processing by Ticketsolve from time to time. In the case of (ii), Ticketsolve will maintain a list of subcontractors used from time to time in relation to the data Processing and will make such list available to Client with any proposed additional or replacement sub-contractors prior to the introduction of any such addition or replacement. Client may acting reasonably object to the Ticketsolve or replacement of any particular sub-contractor proposed by Ticketsolve. If no written objections have been received within ten (10) days, the proposed subprocessor shall be deemed accepted. Ticketsolve shall ensure that: (i) the terms governing the engagement between Ticketsolve and any subcontractors are not less protective with respect to Processing of Client Personal Data compared to the provisions of this DPA and any other relevant provisions of the Agreement to the extent those requirements are applicable to the nature of the services provided by the subprocessor; and (ii) Ticketsolve will remain responsible for the sub-contractor's compliance with its obligations and for any acts or omissions of such sub-contractor.

3. PERSONAL DATA BREACH

Without prejudice to the other provisions of this DPA, Ticketsolve shall promptly upon becoming aware of any Personal Data Breach (and in any event within twenty four (24) hours of becoming aware of the Personal Data Breach) notify Client of the Personal Data Breach by telephone and by email, and where the Personal Data Breach directly affects Client Personal Data or the Services being offered to Client. Ticketsolve shall, at no additional cost to Client (save that Client shall reimburse Ticketsolve's reasonable costs where Ticketsolve has complied fully with its obligations under this DPA and such Personal Data Breach is not due to Ticketsolve default or neglect), provide Client with all resources and assistance as required by Client for Client to notify the Office of the Data Protection Commissioner and/or Information Commissioners Office (or analogous body in any other relevant jurisdiction and/or any bodies which may succeed or replace them from time to time and any other relevant Regulatory Authorities) of the Personal Data Breach and for Client to provide such reports or information as may be requested by it in relation to such Personal Data Breach and/or for Client to notify the relevant Data Subjects of such Personal Data Breach, as applicable.

4. SUBPROCESSORS AND DATA TRANSFERS

- 4.1 Client acknowledges and confirms it prior general consent to sub-contracting of the data Processing by Ticketsolve from time to time to its subprocessors, an up to date list of which is maintained by Ticketsolve and available on request, and which may be changed in accordance with Clause 2.1.9.
- 4.2 Ticketsolve shall process Client Personal Data in the EU/European Economic Area (EEA) and Client Personal Data shall not be transferred outside of EU/EEA to a



country that the European Commission has not determined has adequate protection for Personal Data, without Client's prior written consent. Where Client Personal Data for EEA data subjects is transferred outside of the EU/EEA, the parties shall enter into appropriate data transfer agreements.

5. CHANGES IN DATA PROTECTION LAWS

- 5.1 Should changes to applicable Data Protection Laws, including the interpretation thereof, entail increased costs for Ticketsolve or its Subprocessors, Ticketsolve may, subject to providing written notice to Client, increase the rates charged to Client to reflect the increased costs. The increase to Client should be fair and reasonable and should be proportional to what other similar Ticketsolve clients are being asked to pay.
- 5.2 Ticketsolve may propose variations to this DPA which Ticketsolve reasonably considers to be necessary to address the requirements of any Data Protection Laws. The parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified as soon as is reasonably practicable. Client shall not unreasonably withhold or delay agreement to any consequential variations to this DPA proposed by Ticketsolve to protect Ticketsolve and the Subprocessors against additional risks associated with the variations proposed.

6. AUDIT

- 6.1 Subject to Clause 6.2 and to the extent required by applicable Data Protection Laws, Client shall have the right to audit Ticketsolve's systems, processes, and procedures relevant to the protection of Client Personal Data.
- 6.2 An audit under this Clause 6 shall be: (i) carried out no more than once in any twelve (12) month period during the Term; (ii) conducted during Business Hours over the course of one Business Day; (iii) subject to a minimum thirty (30) days' prior written notice; and (iv) in relation to the Client's Personal Data only. Ticketsolve shall grant to Client (or representatives of Client that are not competitors of Ticketsolve) a right of access to Ticketsolve's premises and/or systems during Business Hours for the purpose of such audit, and Ticketsolve shall give such necessary assistance to the conduct of such audits. Client shall bear any and all expenses incurred by Ticketsolve in respect of any such audit and any such audit shall not interfere with the normal and efficient operation of Ticketsolve's business. Ticketsolve may require, as a condition of granting such access, that Client (and representatives of Client) enter into reasonable confidentiality undertakings with Ticketsolve. The parties will work cooperatively to agree an audit plan, scope and timing in advance of any audit.
- 6.3 If the scope of the audit is addressed in an ISO 27001/27701 or similar audit report performed by a qualified third party auditor within the previous twelve (12) months, and Ticketsolve data protection or other relevant officer certifies in writing there are no known material changes in the controls audited, Client shall agree to accept those reports in lieu of requesting an audit of the controls covered by the report. Ticketsolve will reasonably cooperate with and assist Client where a Regulator requires an audit of



Ticketsolve's Processing of Client Personal Data in order to ascertain or monitor Client's compliance with Data Protection Laws.

7. INDEMNITY

The parties shall indemnify each other from and against any and all third party claims, suits, demands and actions and for resulting damages, awards of damages, losses, costs, and expenses (including but not limited to any regulatory fines and reasonable legal and professional fees) incurred by a party that result or arise from any breach by a party of the terms and conditions of this DPA and/or Data Protection Laws. Such breaching party shall be liable on a comparative basis for the portion of those damages directly attributable to its breach of its obligations and the indemnity shall be subject to the limitations of liability in the Agreement.

8. TERM AND TERMINATION

- 8.1 This DPA will remain in full force and effect so long as: (i) the Agreement remains in effect; or (ii) the Processor retains any of the Client Personal Data related to the Agreement in its possession or control.
- 8.2 Any provision of this DPA that expressly or by implication should come into or continue in force on or after termination of the Agreement in order to protect the Client Personal Data will remain in full force and effect.



ANNEX 1: DETAILS OF PROCESSING OF CLIENT AND AUTHORISED USER PERSONAL DATA

This Annex 1 includes certain details of the Processing of Client and Authorised User Personal Data as required by Article 28(3) GDPR.

(a) Subject matter and duration of the Processing of Client and Authorised User Personal Data

The subject matter is Client Personal Data and Authorised User Personal Data and the duration of the Processing of Client Personal Data and Authorised User Personal Data is set out in the Agreement

(b) The nature and purpose of the Processing of Client and Authorised User Personal Data

Ticketsolve will Process Personal Data as necessary to perform the Services pursuant to the Agreement and as further instructed by the Client and/or Authorised User in its use of the Services.

(c) The types of Personal Data to be Processed

Client and Authorised User Personal Data relating to the following type of data categories:

- First name
- Last name
- Email
- Phone number(s)
- Date of birth
- Address

The types of Personal Data may change from time to time, according to any additional or amended Services to be provided by Ticketsolve.

(d) The categories of Data Subject to whom Client and Authorised User Personal Data relates

Client Personal Data relating to the following type of Data Subjects:

- Client employees;
- Authorised Users (as defined in the Agreement)
- Customers of Clients

(e) The obligations and rights of Client

These are as set out in the Agreement and this DPA.

Ticketsolve may provide notice of change to these provisions where an update is required due to changes to services or changes required due to applicable Data Protection Laws, including the interpretation thereof.

