

STANDARD TERMS AND CONDITIONS

1. OVERVIEW.

1.1 *Scope.* The Agreement states the terms and conditions by which (i) TDC will contract with the Customer, from time to time, during the Term, for the delivery to Customer of any or all of the Services offered by TDC, and (ii) Customer may purchase Services and/or products from TDC. The specific Services and/or products to be provided hereunder are identified in the applicable Order Form(s) submitted by Customer. Order Form(s) shall be binding only upon written execution of the Order Form by both parties. Each Order Form submitted, accepted and executed by Customer and TDC hereby incorporates by this reference the terms and conditions of this TSA. The Agreement is intended to cover any and all Services and/or products ordered by Customer and provided by TDC. In the event that any terms set forth herein apply specifically to a Service not ordered by Customer, such terms shall not apply to Customer, unless and until such Service is ordered by Customer.

1.2 Definitions.

(a) "Customer Equipment" means computer hardware, not including stored data, and other tangible equipment owned or leased by the Customer. Customer Equipment may be connected to TDC Equipment, including to the ProVenue® Ticketing System for the purposes of receiving Services pursuant to an Order Form.

(b) "Customer Marks" means any registered or unregistered names, marks, brands, logos, designs, slogans, trademarks, trade dress and any other designations Customer uses in connection with its services and products, including but not limited to affiliates track logos, and the logos of their events.

(c) "Customer Technology" means the Customer's proprietary technology, including Customer's Internet operations design, Customer software (in source and object forms), software tools, hardware designs, algorithms, user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Customer or licensed to Customer from a third party) and also including any derivatives, improvements, enhancements or extensions of Customer Technology conceived, reduced to practice, or developed during the Term by either party that are not uniquely applicable to Customer or that have general applicability in the art.

(d) "Customer Website" means the page or pages (including corresponding URL) owned, operated or controlled by Customer on the World Wide Web for the purposes of promoting and conducting Customer's business.

(e) "Facility" means a building(s) or venue(s) at which events are held and to which admission is granted by the presentation of a ticket which is generated through the ProVenue Ticketing System.

(f) "Order Form" means a written order from Customer to TDC for Services, in a form designated by TDC and signed by an authorised representative of Customer and TDC.

(g) "ProVenue Access Control Software" means an integrated software tool with the ProVenue® Ticketing System that allows customers to scan bar-coded tickets in real-time.

(h) "ProVenue Online" or "Online Service(s)" means a real-time ticketing transaction tool that allows customers to sell tickets 24/7 over the Internet in a secure, online environment.

(i) "ProVenue Ticketing System" means the equipment, software, connectivity and procedures developed, established and maintained by TDC and to which Customer may be granted access pursuant to an Order Form, as part of the Services provided to Customer by TDC.

(j) "Professional Services" means any customer or non-standard professional or consulting service provided by TDC to Customer as more fully described in an Order Form or other applicable Statement of Work.

(k) "Purchased Equipment" means any hardware or other products (including, if applicable, associated licensed software) purchased by Customer from TDC.

(l) "Service(s)" means the specific service(s) provided by TDC to Customer as described on the Order Form(s).

(m) "Statement of Work" means a detailed description(s) of any implementation of TDC Technology, custom or non-standard Professional Services.

(n) "TDC Equipment" means all equipment, including computer hardware, network connections, storage devices and other equipment and components comprising the ProVenue Ticketing System. In connection with the provision of certain Services pursuant to an Order Form, TDC Equipment may also mean any equipment provided to Customer by TDC as part of such Services and to which TDC retains all rights of title and ownership.

(o) "TDC Marks" means any registered or unregistered names, marks, brands, logos, designs, slogans, trademarks, trade dress and any other designations TDC uses in connection with its services and products.

(p) "TDC Technology" means TDC's proprietary technology, including the ProVenue Ticketing System, TDC's Internet operations design, TDC software (in source and object forms), software tools, hardware designs, algorithms, user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by TDC or licensed to TDC from a third party) and also including any derivatives, improvements, enhancements or extensions of TDC Technology conceived, reduced to practice, or developed during the Term by either party that are not uniquely applicable to Customer or that have general applicability in the art.

(q) "Users" means individuals who are authorised by Customer to use the Services, for whom subscriptions to the Service have been purchased, and who have been supplied user identifications and passwords by Customer (or by TDC at Customer's request). Users may include, but are not limited to, Customer's employees, consultants, contractors and agents; or third parties with whom Customer transacts business.

(r) "Work" means any tangible deliverable provided by TDC to Customer as described in a Statement of Work for Professional Services.

2. DELIVERY OF SERVICES. By submitting an Order Form, Customer agrees to pay for, and, by accepting the Order Form, TDC agrees to provide, the purchased products and/or Service(s) during the Term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by TDC regarding future functionality or features.

3. FEES AND PAYMENT TERMS.

3.1 *Fees and Expenses.* Customer will pay TDC all fees according to the terms listed on the applicable Order Form(s). The prices listed on the Order Form(s) will remain in effect during the Term, unless modified as provided herein. In the event TDC is providing Professional Services to Customer, Customer agrees to reimburse TDC for actual out-of-pocket expenses incurred in providing such Professional Services to Customer.

3.2 *Payment Terms.* Unless otherwise set forth in an Order Form, payment of all fees shall be due and payable by Customer net thirty (30) days from the date on which Customer receives TDC's invoice. All payments shall be made in UK Sterling unless otherwise specifically agreed to and memorialised in the Order Form(s).

3.3 *Late Payments.* In the event a payment has not been received from Customer within ninety (90) days of receipt of TDC's invoice, TDC may collect late payments through the online ticketing settlements process. If Customer is delinquent in its payments, TDC may, in its reasonable discretion and upon written notice to Customer, modify the applicable payment terms to require advance payment before the provision of any or all Services, or require other assurances to secure Customer's payment obligations hereunder. Customer agrees to reimburse TDC for all costs (including reasonable attorneys' fees) incurred by TDC in collecting any such late payments.

3.4 *Taxes.* Customer shall be responsible for the payment of any and all business license fees, gross receipt taxes, entertainment taxes and personal property, sales or use taxes based on or measured by tickets sold or monies collected by TDC pursuant to this Agreement. Customer shall promptly reimburse TDC for any and all such taxes paid by TDC to any tax authority on behalf of the Customer, including penalties and interest thereon, and including any and all expenses (including solicitors' fees) or damages that result from a failure by the Customer to properly remit or reimburse TDC for such taxes.

4. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY OWNERSHIP; LICENSE GRANTS.

4.1 Confidential Information.

(a) *Nondisclosure of Confidential Information.* TDC and Customer each acknowledge that they may have access to certain confidential information of the other party concerning the other party's business, plans, clients, technology, and products, and other information held in confidence by the other party (individually and collectively, "*Confidential Information*"). Confidential Information shall include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Confidential Information shall also include, but not be limited to, TDC Technology, Customer Technology, non-public information relating to the clients of either party, and the terms, conditions and existence of the Agreement. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of the Agreement, nor disclose to any third party (except to its applicable parent company, subsidiaries, affiliates, independent contractors, attorneys, accountants and other advisors as reasonably necessary) any of the other party's Confidential Information and will take all reasonable precautions to protect the confidentiality of such information, which precautions, in any event, will be at least as stringent as it takes to protect its own Confidential Information. TDC may require, as a condition of gaining access to any TDC Technology, that employees and other representatives of Customer execute a separate non-disclosure agreement which is consistent with Customer's confidentiality obligations under this Section 4.

(b) *Exceptions.* Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of the Agreement by the receiving party; or (iv) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that, unless restricted by law or by order of a governmental agency, the receiving party provides reasonable notice to the other party of the required disclosure so as to permit the other party to respond to such request for disclosure.

4.2 *Intellectual Property.*

(a) *Ownership.* Except for the rights expressly granted herein or in an Order Form, the Agreement does not transfer to Customer any ownership rights in and to any TDC Technology. All rights, title and interest in and to TDC Technology will remain solely with TDC. Customer agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the TDC Technology. Except for the rights expressly granted herein, the Agreement does not transfer from Customer to TDC any ownership rights in and to Customer Technology, and all rights, title and interest in and to Customer Technology will remain solely with Customer. TDC agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the Customer Technology

(b) *General Skills and Knowledge.* Notwithstanding anything to the contrary in the Agreement, TDC will not be prohibited or enjoined at any time by Customer from utilising any skills or knowledge of a general nature acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another Customer of TDC.

(c) *License to TDC Marks.* Solely for purposes of (i) marketing and promotional materials and (ii) use and display on the Private Labelled Web Page(s) for the purposes contemplated herein or on any applicable Order Form, TDC hereby grants to Customer a non-exclusive license to use the TDC Marks. TDC hereby represents and warrants to the Customer that it is the sole and exclusive owner of the TDC Marks and is authorised to grant to the Customer the license to use the TDC Marks for the purposes contemplated herein.

(d) *License to Customer Marks.* Solely for purposes of (i) marketing and promotional materials, and (ii) use and display on any Private Labelled Web Page(s), subject to the prior written approval of Customer in each instance, Customer hereby grants to TDC a non-exclusive license to use the Customer Marks. Customer hereby represents and warrants to TDC that it is the sole and exclusive owner of the Customer Marks and is authorised to grant to TDC the license to use the Customer Marks for the purposes contemplated herein.

(i) *Conditions of Licenses.* The licenses granted to the respective parties above are subject to the following conditions:

- a. *Ownership of TDC Marks.* TDC will retain all ownership rights and all title and interest in and to TDC Marks. TDC hereby expressly reserves full rights to grant to others licenses to use the TDC Marks.
- b. *Ownership of Customer Marks.* Customer shall, at all times, retain all ownership rights and all title and interest in and to the Customer Marks. The Customer hereby expressly reserves full rights to grant to others licenses to use the Customer Marks.
- c. *Use of TDC Marks.* Customer acknowledges that any and all use of the TDC Marks by Customer shall inure to the sole benefit of TDC and that TDC shall own and retain full rights to the TDC Marks and any goodwill relating thereto.
- d. *Use of Customer Marks.* TDC acknowledges that any and all use of the Customer Marks by TDC hereunder shall inure to the sole benefit of the Customer and that the Customer shall own and retain full rights to the Customer Marks and all goodwill relating thereto.
- e. *No Claims Against Marks.* Each party hereby represents and warrants that it shall not, at any time during or after the expiration of the Term and any Renewal Term, (i) assert any claim whatsoever in or to the other party's marks or (ii) take any action that is, or could be detrimental to the goodwill associated with the other party's marks.

- f. *Approval of Use of Marks.* The design, layout, content and usage of all marketing and promotional materials that may be produced pursuant to this Agreement, including but not limited to Customer content displayed on the Private Labelled Web Page(s) shall be subject to each party's prior written approval, in each instance.

4.3 *General License Grants.* The licenses below may be supplemented by additional licenses granted to Customer by TDC dependent on the Services provided in an Order Form.

(a) *By TDC.* Subject to the terms of the Agreement and as may be supplemented in the applicable Order Form, TDC hereby grants to Customer a nonexclusive, non-transferrable license during the Term, to access and use the TDC Technology provided to Customer in such Order Form, solely for purposes of using the Service(s) and for no other purpose.

(b) *By Customer.* Customer agrees that if, in the course of performing the Service(s), it is necessary for TDC to access Customer Equipment or Customer Technology, TDC is hereby granted and shall have a nonexclusive, royalty-free license, during the Term, to access such Customer Equipment and Customer Technology as necessary for purposes of providing the Service(s) to Customer and for no other purpose.

5. TDC WARRANTIES.

5.1 *General.* TDC warrants that it will use reasonable endeavours to provide the Online Service by appropriately experienced qualified and trained personnel with reasonable skill care and diligence and in accordance with good industry practice and (without limiting the generality of this clause) in accordance with its own established procedures. TDC represents and warrants that (i) it has the legal right to enter into the Agreement and perform its obligations hereunder, (ii) it currently has no restrictions that would impair its ability to perform its obligations under the Agreement; (iii) the performance of its obligations and delivery of the Services to Customer by TDC will not violate any applicable laws or regulations; and (iv) that the Services provided by TDC shall not infringe upon any patent, copyright or any other intellectual property right of any third party.

5.2 *Selection of Purchased Equipment; Manufacturer Warranty.* During the Term of the Agreement, if Customer purchases any equipment from TDC, Customer acknowledges and agrees that Customer's use and possession of the Purchased Equipment shall be subject to and controlled by the terms of any manufacturer's or supplier's warranty, as appropriate. Customer agrees to look solely to the manufacturer or, if appropriate, the supplier with respect to all mechanical, service and other claims. To the extent that TDC has rights to enforce any warranty made by a manufacturer of Purchased Equipment, such rights are hereby assigned to Customer.

5.3 *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, OR AS SUPPLEMENTED IN ANY ORDER FORM, CUSTOMER EXPRESSLY AGREES THAT ITS USE OF THE SERVICES SHALL BE AT ITS OWN RISK. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED HEREIN, TDC, ITS SUPPLIERS AND SUBCONTRACTORS, IF ANY, DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. TDC, ITS SUPPLIERS AND SUBCONTRACTORS, IF ANY, DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. TDC DOES NOT WARRANT THAT THE TDC TECHNOLOGY, ITS ENHANCEMENTS OR CORRECTIONS, SHALL BE ERROR FREE OR THAT TDC'S SUPPORT/ADVICE SHALL MEET CUSTOMER'S REQUIREMENTS.

5.4 *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* TDC does not and cannot control the flow of data to or from TDC's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof). TDC cannot guarantee that such events will not occur. Accordingly, TDC, its suppliers and subcontractors, if any, disclaim any and all liability resulting from or related to such events.

6. CUSTOMER WARRANTIES & OBLIGATIONS.

6.1 Warranties of Customer.

(a) *General.* Customer represents and warrants that: (i) it has the power and authority to enter into and perform its obligations under the Agreement; (ii) it currently has no restrictions that would impair its ability to perform its obligations under the Agreement; (iii) that the performance of its obligations and use of the Services (by Customer, its clients and/or Users) will not violate any applicable laws, regulations, or TDC's operating procedures, or unreasonably interfere with other TDC customers' use of TDC's services; and (iv) it will comply with the terms and conditions of all licenses for software included in any Order Form and/or provided by a third party with any Purchased Equipment.

(b) *Breach of Warranties.* In the event of any breach of any of the foregoing warranties or other representations of Customer set forth in the Agreement, in addition to any other remedies available at law or in equity, TDC will have the right to

immediately suspend any related Services. TDC will, if practicable depending on the nature of the breach, and without in any way limiting any other rights and remedies it has in law or in equity, provide notice and opportunity to cure. Once the breach is cured, TDC will promptly restore the Service(s), unless TDC has taken action pursuant to the terms of Section 10.

6.2 *Restrictions on Use of Services.* Customer shall not resell any Services to any third parties without the prior written consent of TDC (which may be withheld in its sole discretion). Customer agrees that, to the extent TDC has authorised Customer to use the Services to provide services to Customer's clients or Users, Customer will disclaim in writing any liability whatsoever by TDC, its suppliers or subcontractors to Customer's clients or Users.

6.3 *Purchased Equipment.*

(a) *Risk of Loss; Shipping and Handling.* All Purchased Equipment is provided FOB equipment manufacturer or supplier facility, as applicable. Risk of loss passes to Customer upon acceptance by Customer of the Purchased Equipment into the custody of the carrier or, if there are subsequent carriers, to the first carrier, for transportation to the named place of destination. Customer is solely responsible for all expenses incurred in connection with the delivery of any Purchased Equipment. The Purchased Equipment will be deemed accepted by Customer upon receipt and inspection.

(b) *Title.* Customer shall acquire title to the Purchased Equipment upon full payment of the purchase price(s) set forth in the Order Form. Notwithstanding the foregoing, TDC and any licensor of rights, as applicable, shall retain title to and rights in the intellectual property, software (whether or not subject to patent or copyright) and content contained in the Purchased Equipment.

6.4 *TDC Equipment.* TDC hereby leases to Customer any and all TDC Equipment named and identified in the Order Form(s) for use at such location and at such rental rate for approximately such time as is therein stated on such Order Form(s). Unless otherwise set forth in an Order Form, Customer hereby acknowledges and agrees that Customer shall be responsible for (and shall pay or reimburse TDC as applicable) all freight charges for the transportation of TDC Equipment to and from Customer and that, as between TDC and Customer, Customer bears the responsibility of any damage or loss incurred during the transportation process. In addition, Customer agrees to return all TDC Equipment in the same or reasonably sufficient packaging as such equipment was packaged and delivered to it.

7. LIMITATIONS OF LIABILITY.

7.1 *Limitation of Liability.* IN THE EVENT OF ANY BREACH OF THIS AGREEMENT BY EITHER PARTY, THE NON-BREACHING PARTY WILL BE ENTITLED TO ACTUAL DAMAGES ACCORDING TO PROOF. THE OBLIGATIONS AND LIABILITIES OF TDC UNDER THIS AGREEMENT ARE LIMITED TO THE CORPORATE ASSETS OF TDC, AND NO DIRECTOR, OFFICER, OR SHAREHOLDER OF TDC IN HIS, HER OR ITS PERSONAL CAPACITY WILL HAVE ANY PERSONAL LIABILITY OR RESPONSIBILITY WITH RESPECT TO ANY OF THOSE OBLIGATIONS AND LIABILITIES.

7.2 *Consequential Damages Waiver.* Except for the indemnification provisions set forth herein, each party shall only be liable to the other for direct damages with respect to any subject matter of this Agreement and in no event shall either party or their respective parents and/or affiliates be liable under any theory of tort, contract, strict liability or other legal theory for lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by the agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.

7.3 *Basis of the Bargain; Failure of Essential Purpose.* The parties acknowledge that TDC has set its prices and entered into the Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in the TSA will survive and apply even if found to have failed of their essential purpose.

7.4 Neither party excludes or limits liability to the other party for death or personal injury or any breach of any obligation implied by Section 12 of the Sale of Goods Act 1979 or the Supply of Goods and Services Act 1982.

8. INDEMNIFICATION.

8.1 *TDC Indemnification.* Subject to the terms of Section 7 above, TDC will indemnify, defend and hold Customer and its members and/or subsidiaries, officers, employees, agents, sponsors, trustees, receivers, successors and assigns, parent companies, related or affiliated companies and all of their shareholders and directors (individually and collectively, "**Customer Indemnified Party**") harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable, outside attorneys' fees) (collectively, "**Losses**") resulting from any claim, suit, action, or proceeding (each, an "**Action**") brought by any third party against a Customer Indemnified Party alleging (i) the infringement or misappropriation of any intellectual property right relating to the delivery or its use of the Service(s) (but excluding any infringement contributorily

caused by the Customer Indemnified Party); (ii) personal injury or any damage caused by the negligence or wilful misconduct of TDC; (iii) any violation of or failure to comply with any applicable law or regulation by TDC, and (iv) any breach of this Agreement by TDC.

8.2 *Customer Indemnification.* Subject to the terms of Section 8 above, Customer will indemnify, defend and hold TDC and its members and/or subsidiaries, officers, employees, agents, sponsors, trustees, receivers, successors and assigns, parent companies, related or affiliated companies and all of their shareholders and directors (individually and collectively, "**TDC Indemnified Party**") harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable, outside attorneys' fees) (collectively, "**Losses**") resulting from any claim, suit, action, or proceeding (each, an "**Action**") brought by any third party against a TDC Indemnified Party alleging (i) personal injury or any damage caused by the negligence or wilful misconduct of Customer or any User; (ii) any violation of or failure to comply with any applicable law or regulation by Customer or any User, and (iii) any breach of this Agreement by Customer or any User.

8.3 *Indemnification: Notice and Cooperation.* Each party's respective indemnification obligations set forth in this Section 8 shall be subject to (i) receiving prompt written notice of the existence of any Action or Loss; (ii) being able to, at its option, control the defence of such Action; (iii) permitting the indemnified party to participate in the defence of any Action; and (iv) receiving full cooperation of the indemnified party in the defence thereof.

9. **INSURANCE.** Each party shall carry and maintain during the Term, at its own cost and expense, the following limits of indemnity with a well-established insurance company or underwriter of repute:

9.1. Employers' liability insurance in respect of its employees in compliance with the Employers' Liability (Compulsory Insurance) Act 1969 and any order there under or amendment thereto; and

9.2. Professional indemnity insurance covering liability hereunder and including inter alia any default act negligence omission or statement on its part its sub-contractors and employees or theft or misappropriation of the a parties assets or money by employees of the other party for a limit of indemnity of not less than one million pounds (£1,000,000.00) for each and every claim. Insurance cover shall be annually reviewed and maintained for a period of two years following termination whether by expiration of term or otherwise of this agreement; and

9.3. Public liability insurance in respect of any liability damage loss expense cost claim or proceedings in respect of personal injury to or death of any person (including any employee of the Customer or TDC) or injury or damage to any property arising out of or in connection with the performance of the Agreement for a limit of indemnity of not less than one million pounds (£1,000,000.00) for each and every occurrence.

Each party will provide the other party with certificate(s) of insurance which evidence such coverage upon reasonable request and provide at least thirty (30) days prior written notice of policy cancellation.

10. TERMINATION.

10.1 *Termination for Cause.* TDC or Customer may terminate the Agreement and all outstanding Order Forms if: (i) the other party breaches any material term or condition of the Agreement and fails to take reasonable measures to cure such breach within thirty (30) days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within ten (10) days after receipt of written notice from TDC; (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or an assignment of assets for the benefit of creditors; or (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or assignment of assets for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing. Customer and TDC may also terminate the Agreement in accordance with any other express terms regarding termination set forth herein.

10.2 *Effect of Termination.* Upon the effective date of termination of the Agreement:

(a) TDC will immediately cease providing the Service(s) and Customer will immediately cease its use of the ProVenue® Ticketing System and any applicable TDC Equipment;

(b) within ten (10) business days of such termination, each party will return all Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement;

(c) Customer's obligations to pay all costs, expenses and fees due throughout the stated Term of the TSA or any applicable Order Form shall survive the termination of this Agreement unless such termination is the result of an uncured breach by TDC. In the event of termination due to an uncured breach by TDC, Customer shall only be responsible for costs, expenses and fees incurred up to the termination date.

11. ADDITIONAL TERMS.

11.1 *Force Majeure*. Except for the obligation to make payments for Purchased Equipment or Services rendered, neither party will be liable for any failure or delay in its performance of any obligations under the Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, trade embargoes, riotous assembly, industrial action, sabotage, labour shortage or dispute, governmental act or failure of the Internet and or the TDC network (not resulting from the actions or inactions of TDC), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If TDC is unable to provide Service(s) for a period of one hundred and twenty (120) consecutive days as a result of a continuing force majeure event, either party may elect to terminate the Agreement.

11.2 *Marketing*. Notwithstanding anything contained in Section 4.1, Customer agrees that during the Term, TDC may publicly refer to Customer, orally and in writing (including a press release as mutually agreed between the parties), as a Customer of TDC.

11.3 *Non-Solicitation*. During the Term of the Agreement and continuing through the first anniversary of the termination of the Agreement, the parties agree that neither will, and will also ensure that its affiliates do not, directly or indirectly, solicit or attempt to solicit for employment any persons employed by the other company or contracted by TDC to provide Services to Customer.

11.4 *No Third Party Beneficiaries*. TDC and Customer agree that, except as otherwise expressly provided in the Agreement, there shall be no third party beneficiaries to the Agreement. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

11.5 *Compliance with Laws*. The Customer and TDC shall each comply at its own expense with all laws, regulations and ordinances applicable to each of them in connection with their performance under this agreement, and shall each obtain and maintain (at their own expense) any permits, consents and licenses required by any applicable law, regulation, statute, or ordinance. Customer agrees that it will use the Services only for lawful purposes and in accordance with the Agreement. Customer will at all times comply with all TDC operating procedures. Customer acknowledges that TDC exercises no control whatsoever over the content of the information passing through Customer's site(s) or shared or processed on equipment under the control of TDC on behalf of Customer, and that it is the sole responsibility of Customer to ensure that the information it and its users transmit and receive complies with all applicable laws and regulations.

11.6 *Data Protection*. Without prejudice to the generality of clause 11.5 (*Compliance with Laws*) of this Agreement the Customer and TDC shall each at their own expense comply with their respective obligations under any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding instrument (i) relating to the processing or protection of personal data (i.e., any information relating to one or more identified or identifiable natural persons), including without limitation Regulation (EU) 2016/679 ("GDPR"), national implementing legislation thereunder, or the UK Data Protection Act 2018, or (ii) which implements or is required by the e-Privacy Directive (2002/58/EC) or the GDPR (in each case as amended, consolidated, re-enacted or replaced from time to time) (collectively "Data Protection Laws"). In particular but without prejudice to the generality of the foregoing:

11.6.1 Each party shall maintain appropriate confidentiality and security arrangements in respect of the personal information to which it has access, supplied by and or processed on behalf of the other party, and each party shall comply fully with the principles of the Data Protection Laws when processing personal information.

11.6.2 TDC may sub-contract processing of personal data in connection with the Agreement to Tickets.com, LLC; TDC Tickets Holdings, LLC; Tickets.com Holdings, LLC; Tickets.com Services, LLC (the "Sub-Processor") provided that Sub-Processor (i) only processes personal data, as defined under GDPR, in connection with this Agreement in the EEA or in the USA; and, (ii) where the Sub-Processor processes personal data in connection with this Agreement in the USA, the Sub-Processor may only do so for as long as the Sub-processor is registered under the EU-US Privacy Shield, or applicable successor protocol, or such processing is done in accordance with an alternative lawful transfer mechanism that provides an adequate level of protection under the Data Protection Laws.

11.6.3 Each party warrants to adhere to the provisions as contained in the data processing agreement as annexed at Exhibit D hereto.

11.7 *Freedom of Information Act 2000*. Each party shall assist the other party, at no additional charge, in meeting any reasonable requests for information in relation to this Agreement which are made to either party in connection with the Freedom of Information Act 2000 or any statutory modification or re-enactment thereof or any related guidelines or codes of practice. Each party shall perform such requests within a reasonable timeframe.

11.8 *Governing Law.* The Agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England.

11.9 *Time to Bring Claims.* Any initial demand for arbitration pursuant to the Agreement, and any legal action arising under the Agreement, must be initiated within six years after the cause of action arises.

11.10 *Severability; Waiver.* In the event any provision of the Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of the Agreement will remain in full force and effect. The waiver of any breach or default of the Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

11.11 *Assignment.* Neither party shall have any right to sell, assign, delegate or in any way dispose of or encumber any of the rights or duties granted under this Agreement. Any such attempt shall be deemed to be null and void and shall be considered a default under this Agreement, entitling the other party, at its sole discretion, to terminate the Agreement and to seek any and all other legal or equitable remedies such party may be entitled to pursue under this Agreement.

11.12 *Notice.* Any notice or communication required or permitted to be given hereunder must be delivered by hand, deposited with an overnight courier, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party as listed below the signature for such party on this TSA or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered, mailed or sent, whichever is earlier.

For Notice to Customer:

For Notice to TDC:

Attention:
With copy to: _____

Attention:
With copy to: _____

11.13 *Relationship of Parties.* TDC and Customer are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between TDC and Customer. Neither TDC nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

11.14 *Entire Agreement; Counterparts Originals.* The Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between Customer and TDC with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. This TSA may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Once signed, any reproduction of this TSA made by reliable means (e.g., scanning, photocopy, facsimile) is considered an original. The Agreement may be changed only by a written document signed by authorised representatives of TDC and Customer in accordance with this Section 11.11. For purposes of the Agreement, the term "**written**" means anything reduced to a tangible form by a party, including a printed or handwritten document, e-mail or other electronic format.

11.15 *Survival.* Any provisions in this TSA, including but not limited to Section 4 above, which by their nature are intended to survive expiration or termination shall survive expiration or termination of the Agreement for any reason.

11.16 *Interpretation of Conflicting Terms.* In the event of a conflict between or among the terms in the Agreement, the Order Form(s), the Statement(s) of Work, and any other document made a part hereof, the documents shall control in the following order: this TSA, the Order Form with the latest date, the Statement of Work, and other documents.

11.17 *Authority.* Each party represents and warrants that it has full right and authority to enter into and perform this agreement in accordance with the terms hereof and that all necessary actions have been taken to enable it lawfully to enter into this agreement.