



## Standard and Premium Fraud Solution Terms and Conditions

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

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

### 1. Clients' Services Subscription.

1.1. AudienceView Ticketing Corporation ("**AudienceView**") grants Client (as defined in the corresponding Order Form), subject to payment of the Service Fees, a limited, revocable, non-exclusive, nontransferable right to use certain services (the "**AudienceView Services**"), and any other materials or intellectual property AudienceView provides to Client in connection with the AudienceView Services (the "**AudienceView Materials**"), solely for Client's own internal business purposes, namely: (i) identity verification; (ii) mitigation of financial and business risk; (iii) detection, investigation, assessment, monitoring and prevention of fraud and other crime; and/or (iv) compliance with anti-money laundering (AML), counter-terrorism financing (CTF), anti-bribery and corruption (ABC) and similar laws, after implementation and configuration of Client's website, and subject to the terms and conditions of this Agreement.

1.2. Client shall not: (i) interfere with or disrupt the integrity or performance of the AudienceView Services or the AudienceView Services Data contained therein; or (ii) attempt to gain unauthorized access to the AudienceView Services or their related systems or networks. "AudienceView Services Data" shall include the following: any technology embodied or implemented in the AudienceView Services or AudienceView Materials; any computer code provided by AudienceView for Client's website or computer network; any hosting environment made accessible by Client for purposes of obtaining the AudienceView Services; any suggestions, ideas, enhancement requests, or feedback related to the AudienceView Services; any user device data, Internet Protocol (IP) addresses, anonymous device information, machine learning data, user data persistent in the AudienceView network, device reports, or transaction histories; and any corollaries, associations, and AudienceView conclusions pertaining to or arising out of any of the foregoing. Client will provide AudienceView Services Data to AudienceView as may be necessary for AudienceView to provide to Client the AudienceView Services. Client will take such actions as may be legally and technically necessary to allow AudienceView to collect AudienceView Services Data Client decides to receive in connection with the AudienceView Services.

1.3. AudienceView reserves the right to suspend, terminate or limit performance of, and Client's access to, the AudienceView Services at any time in the event: (a) that AudienceView determines, in its reasonable discretion, that the

AudienceView Services are being used in material violation of this Agreement or (b) that any undisputed AudienceView invoice is more than thirty (30) days overdue. AudienceView will promptly notify Client of the suspension, termination or limitation and use commercially reasonable efforts to notify Client in advance so that Client has the opportunity to remedy any issue. AudienceView will not be liable for any damages, liabilities or losses as a result of any such suspension, limitation or termination of the AudienceView Services in accordance with this subsection.

### 2. Fees and Payment

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

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

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

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

2.3. Payment Terms. Upon execution of an Order Form, Client commits to pay all fees and charges in the Order Form for the full duration of the term of the Order Form (the "**Service Fees**"). All fees and charges are payable in accordance with the payment terms specified on that Order Form or within thirty (30) days of the invoice date if no payment terms are so specified. Client will be charged a late fee of 1.50% per month (or the maximum amount allowed by law, if any) on any unpaid amounts, other than in the case of a good faith dispute, from

the due date until the date of actual payment, whether before or after judgment.

### 3. Legal Compliance.

3.1. Client will use the AudienceView Services in compliance with applicable law including, without limitation, those laws related to data privacy, international communications, and the transmission of technical or personal data. Without limiting the generality of the foregoing, Client will be responsible for any notifications or approvals required from Client's customers arising out of any use of the AudienceView Services including, without limitation, those relating to any computer code deposited on any device and any information secured from such Clients or customers (or their respective devices). Client also will be responsible for compliance with laws and regulations in all applicable jurisdictions concerning the data of Client's customers.

### 4. Ownership.

4.1. As against Client, AudienceView (and its licensors, where applicable) owns all right, title and interest, including all related intellectual property rights, in and to the AudienceView Services and AudienceView Materials, any software delivered to Client, any hosting environment made accessible by Client, any technology embodied or implemented in the AudienceView Services and AudienceView Materials, any computer code provided by AudienceView for Client's particular website and computer network, and any AudienceView Services Data. The AudienceView name, the AudienceView logo, and the product names associated with the AudienceView Services are trademarks of AudienceView or third parties, and no right or license is granted to use them. All rights not expressly granted to AudienceView are reserved by AudienceView and its licensors, and Client shall have no rights which arise by implication or estoppel.

4.2. If applicable, AudienceView will accept all data and other records made available to AudienceView by or on behalf of Client under this Agreement or otherwise processed or created on Client's behalf in connection with the AudienceView Services (collectively, "**Client Data**") as being legally obtained and accurate, without any further inquiry. Client will ensure that the Client Data does not include any illegal or unlawful materials.

### 5. Confidentiality.

5.1. Client hereby acknowledges that the AudienceView Services it receives from AudienceView under this Agreement may include personal information about individual Clients and, as such, require confidential treatment. In addition, Client acknowledges that it may receive other proprietary and confidential information from AudienceView including but not limited to technical, developmental, operating, computer system, software, performance, cost, know-how and process information, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), ("**Confidential Information**"). Client warrants to AudienceView that (a) except as otherwise permitted by this Agreement, it will maintain the Confidential Information obtained through AudienceView in strict confidence and will not disclose such information other than to its employees who have a need to know and (b) will use the information only for purposes of this Agreement. Upon termination of this Agreement or at the request of AudienceView, Client will promptly return to AudienceView all AudienceView Confidential Information and any copies thereof

provided to it. Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Client) generally known to the public; (ii) is in the Client's possession or known by it prior to receipt from AudienceView; (iii) was lawfully disclosed to Client by a third party and received in good faith and without any duty of confidentiality by the Client or the third party; or (iv) was independently developed without use of any Confidential Information of AudienceView by employees of the Client who have had no access to such Confidential Information. "**Trade Secret**" shall be deemed to include any information which gives AudienceView an advantage over competitors who do not have access to such information as well as all information that fits the definition of "**trade secret**" set forth in applicable state and federal laws. Notwithstanding the foregoing, the Client may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Client shall give AudienceView prompt written notice of such subpoena, court order or other governmental authority so as to allow AudienceView to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. The confidentiality obligations with respect to any disclosure made on or after the Effective Date of the Agreement will survive and continue for a period of five (5) years after the Agreement terminates, except that the obligations with respect to Confidential Information constituting a trade secret shall survive for so long as such information remains a trade secret under applicable law.

### 6. Limitations.

6.1. The AudienceView Services analyze the activities and other attributes of devices used in transactions, and provide information, including device reports generated by the AudienceView Services ("**Device Reports**"), based on the data analyzed and the policies Client defines. The AudienceView Services provide information as to whether a device contains attributes which correlate to a device(s) used in a fraudulent transaction, but do not determine the eligibility of any individual for credit. Client acknowledges and agrees that AudienceView does not intend that the Device Reports, or any AudienceView Materials, be considered consumer reports subject to the federal Fair Credit Reporting Act ("**FCRA**"). Client represents that it will not use the Device Reports (or any other data provided by AudienceView) for making credit eligibility decisions or for any other impermissible purpose listed in Section 604 of the FCRA (15 U.S.C. 1681b). In addition, Client shall not, and shall not permit any representative or third party to: (a) copy all or any portion of any AudienceView Materials; (b) decompile, disassemble or otherwise reverse engineer (except to the extent expressly permitted by applicable law, notwithstanding a contractual obligation to the contrary) the AudienceView Services or AudienceView Materials, or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the AudienceView Services or any AudienceView Materials or any portion thereof; (c) modify, translate, or otherwise create any derivative works based upon the AudienceView Services or AudienceView Materials; (d) distribute, disclose, market, rent, lease, assign, sublicense, pledge, or otherwise transfer the AudienceView Services or AudienceView Materials, in whole or in part, to any third party;

or (e) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on the AudienceView Services or in any AudienceView Materials.

## 7. Indemnification.

7.1. Client shall indemnify and hold harmless AudienceView and its licensors, and each of their respective officers, directors, employees, attorneys and agents from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) any claim alleging that use of any information or data provided by Client, any of Client's Clients, or any individual or entity whose information Client has indicated should be used in connection with the AudienceView Services, infringes the rights of, or has caused harm to, a third party; (ii) any refusal to process any action requested by a user of a device based on Client's use of any Device Reports provided to Client by the AudienceView Services or Client's use of the AudienceView Services; or (iii) Client's failure to provide data to AudienceView in the format prescribed by AudienceView.

## 8. Limitation of Liability.

8.1. THE AUDIENCEVIEW SERVICES INCLUDING, WITHOUT LIMITATION, THE DEVICE REPORTS, AND ANY OTHER SERVICES, ARE PROVIDED AS IS. AUDIENCEVIEW HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE AUDIENCEVIEW SERVICES AND AUDIENCEVIEW MATERIALS INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE PRACTICE. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL AUDIENCEVIEW'S AGGREGATE LIABILITY FOR ANY CLAIM OR COMBINATION OF CLAIMS EXCEED ONE HUNDRED UNITED STATES DOLLARS (\$100). IN NO EVENT SHALL AUDIENCEVIEW AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, AUDIENCEVIEW MATERIALS, OR SUPPORT SERVICES INCLUDING, BUT NOT LIMITED TO, THE USE OR INABILITY TO USE THE SERVICES, AUDIENCEVIEW MATERIALS, OR SUPPORT SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF AUDIENCEVIEW HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 9. **TERM AND TERMINATION**

9.1. Term. Each Order Form sets out the start and end dates of the initial term (the "**Initial Term**"), and if set out on the Order Form the renewal term period(s) and applicable renewal term Service Fees. The Initial Term and any applicable renewal term are referred to as the "**Term**".

9.2. Termination for Insolvency or Material Breach. Either party may terminate any Order Form (which includes this

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

9.3. Effect of Termination. Upon the termination of an Order Form, AudienceView will terminate Client's access to the AudienceView Services, Client will pay all Service Fees and expenses incurred for the AudienceView Services received prior to termination and any applicable Taxes. If termination is due to Client's material breach, Client will pay the remaining Service Fees that would have become payable during the remainder of the Term. 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 this Agreement which existed at or before the date of termination will not be affected or prejudiced.

## 10. Third-Party Rights.

10.1. This Agreement confers rights and remedies upon AudienceView. The parties may not modify or terminate this Agreement without the prior written consent of AudienceView.

## 11. Audit Rights.

11.1. AudienceView and its third party auditor(s) will have the right to audit Client to assure compliance with the terms of this Agreement. Client will provide full cooperation and will be responsible for assuring full cooperation by its employees in connection with such audits. Client will provide AudienceView and its third party auditor(s) or obtain for AudienceView or its third party auditor(s) access to such records and personnel as AudienceView may reasonably require for such purpose. Violations discovered in any review by AudienceView or its third party auditor(s) will be subject to immediate action including, but not limited to, termination of this Agreement, legal action, referral to federal or state regulatory agencies, and reasonable costs in connection with such audit.

## 12. Data Processing Addendum.

12.1. To the extent Client provides data to AudienceView that is subject to data privacy regulations, AudienceView will provide the AudienceView Services in compliance with applicable law and, to the extent applicable, subject to the AudienceView data processing addendum at <https://audienceview.com/legal/data-processing-addendum/>

### 13. GENERAL

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

13.2. Entire Agreement. This Agreement takes effect upon signing of the Order Form and constitutes the complete and exclusive agreement between the parties with respect to its subject matter, and supersede and replace any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding its subject matter.

13.3. Variations. This Agreement may be changed only by mutual written agreement.

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

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

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

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

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

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

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

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

13.12. English Language. It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette

convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

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

13.14. Survival. Those sections which by their nature should survive the termination or expiration of this Agreement will survive termination or expiration, including Sections 2, 4, 6, 8, 9.3 and 13.