

Order Form #: 00041985

Date: March 5, 2026

Between

| Client | Vendor |
|--|---------------------------------------|
| James Madison University - Forbes Center | AudienceView Ticketing Corporation |
| 800 S. Main Street | 200 Wellington Street West, 2nd Floor |
| Harrisonburg, Virginia | Toronto, Ontario |
| United States, 22807 | Canada, M5V 3C7 |

Client Attributes

We know that each of our clients are unique in their businesses and how they operate. As such, we recognize the following;

- Client is the merchant of record

Our Services

As a global leader in the live events industry, we provide our clients with solutions designed to get your live events discovered, attended and remembered.

- Use of the AudienceView Professional system
- Use of AudienceView Payments
- Complimentary tickets included, up to a 1:1 ratio with paid tickets
- Donations, are included as part of your subscription fee
- Per ticket fees apply to all paid tickets, all package redemptions, and complementary tickets beyond the allocated volume.

Term

Initial Term

Start Date: July 1, 2026

End Date: 4 year(s) after Start Date



Service Fees

We've structured AudienceView Professional's pricing and payments to be as straightforward as possible for your organization. All pricing below is listed in USD. Subscription fee payable in annual instalments.

| | Annual Subscription Fee | Ticket Maximum | Per Ticket Fee (over Ticket Maximum) |
|-------------|--------------------------------|-----------------------|---|
| Term year 1 | \$34,850.00 | 30,000 | \$1.50 |
| Term year 2 | \$34,850.00 | 30,000 | \$1.50 |
| Term year 3 | \$34,850.00 | 30,000 | \$1.50 |
| Term year 4 | \$34,850.00 | 30,000 | \$1.50 |

Invoice Schedule

Term Year 1 : July 1, 2026 - June 30, 2027 (Invoiced May 1, 2026)

Term Year 2: July 1, 2027 - June 30, 2028 (Invoiced May 1, 2027)

Term Year 3: July 1, 2028 - June 30, 2029 (Invoiced May 1, 2028)

Term Year 4: July 1, 2029 - June 30, 2030 (Invoiced May 1, 2029)



Our services description for the AudienceView Professional solution and legal terms are attached hereto at Schedule A and Schedule B and are incorporated into this Order Form.

Notwithstanding anything to the contrary, where Client is migrating from services previously provided by Guaranteed Software Execution, Inc. dba Choice Entertainment Technologies or Choice Ticketing Systems, or their affiliates (the "Former Services"), to the Services set forth in this Order Form, Client's agreement for the Former Services shall terminate effective as of the commencement of the Initial Term of this Order Form, except to the extent any obligations under such agreement expressly survive termination.

Accepted and agreed

James Madison University - Forbes Center

AudienceView Ticketing Corporation

[authorized signatory]

[authorized signatory]

Colleen Johnson

Gord Dyer

[print full name]

[print full name]

Lead Commodity Contract Officer & PM

Chief Financial Officer

[title]

[title]

4/15/2026

4/15/2026

[date dd-mm-yyyy]

[date dd-mm-yyyy]

Schedule A

AudienceView Professional Services Description

This page provides the services description for AudienceView Professional. Within each section you will find helpful information on a variety of topics, including functionality, the onboarding process, our support team and our security program.

Functionality

Including ticketing, e-commerce, CRM/marketing, fundraising, analytics, CMS, day of event services, platform

Last updated May 24, 2023

Event creation and listing

Store your event information where it belongs while using it in real-time throughout your marketing and sales channels. When things happen, make the changes in a single place. Key features include:

Series management

Create a single event or a group of events in a series with the appropriate title, description and venue information, define pricing for an event or series, determine capacity and availability of seating sections, establish general or specific patron seat holds, configure event availability across different sales channels and promote events directly on social media.

Who's coming

A front-of-house tool used to easily identify who will be attending events. It provides a snapshot of patron names, order IDs and identifiable member and donor tags. You can flag new and existing tags to display on the Who's Coming List. Patrons with assigned tags will then appear on the list if they've purchased tickets. View the list in a basic, expanded or exportable view with CSV.

Promotional tickets

Create exclusive ticket types that are only accessible in the box office or with a promo code. Access specific series and event deep-links to promote productions and performances through various marketing channels.

Performance entry times

Create timed entry tickets with designated capacities. Use custom messaging and inventory controls such as Sold Out. Performances are displayed on the patron's event calendar with a distinct entry time to a single event, while pulling tickets from a single pool of event inventory.

Ticket statistics

View ticket statistics across different sections of the venue to track capacity, sold, available and scanned ticket inventory.

Packaged tickets

Create Fixed Plus Packages which are a series of bundled tickets that can be sold to subscribers and renewed online or use of Flex Packages to create flexible subscription and membership options to convert single ticket purchasers to loyal customers. FixedPlus and Flex packages allow you to offer more purchase options to your customers and grow revenue.

Subscription renewal

Automatically reserve the previous year's subscription seats so that subscribers can retain the same seats until they pay their invoices for this year's subscriptions. Generate renewal reports to create renewal mailings. Allow patrons to pay for their reserved package seats via the consumer interface.

E-commerce/consumer interface

A mobile-friendly and API driven consumer interface that powers e-commerce activity, including:

Single shopping cart

A single shopping cart experience for everything your organization has to offer to your customers: tickets, gift cards, merchandise, donations, memberships, packages.

Patron account management

A self-serve interface for patrons to track order history, manage renewals, pay due balances, maintain contact information, redeem gift cards and membership benefits.

Reserved seating events

A visual representation of your venue captured in emblematic seating charts designs that readily support the intuitive selection of seats within any size venue.

Plus one (attendee list)

Collect data about the people attending your event but didn't buy the tickets themselves. Send the list of attendees the same pre- and post-show communications that the ticket buyer receives.

Departments

Departments provide an extra layer of branding. Perfect for organizations that need to manage the look and feel of co-productions separately from their other events. It allows multi-use organizations, with different production genres to create dedicated calendars/purchase flows for each segment of their business.

Shopping cart upsell

Use donation and merchandise upsell tools to drive additional revenue during checkout. A donation cross-sell allows ticket buyers to add a donation to their purchase.

Gift cards

Create gift cards that your customers can purchase, gift and redeem.

Membership benefit redemption

Patrons can log in to redeem package tickets. System notifications presented to patrons when package pricing is available, if they're not logged in.

Recurring membership opt-in

A patron purchasing a membership (flex package) can opt into a recurring transaction, so that their credit card is charged and their benefits regularly renew on a schedule. Patron's can call to cancel at any time, so that their card isn't re-billed and member benefits aren't renewed.

Add-on/buddy packages

Patrons can buy a combination of benefits that include a limited number of free tickets and an unlimited number of discounted tickets via a single purchase or donation. Patrons have immediate access to the benefits.

Smart cart – packages automatically applied

Benefits associated with a parent package or add-on package in the cart are automatically applied to eligible tickets so that the appropriate discounts are applied during checkout. Package limits are respected, and if the package is removed from cart or the patron logs out then all of the parent and add-on package benefits and discounts are removed from the items in the cart.

Event availability

Patrons can readily distinguish between days on the calendar that have available event dates and those that don't. The calendar gives them a better sense of a show's schedule and popularity without having to click into each day. You can also customize the Sold Out and Canceled messaging.

Google Analytics/Google Tag Manager

Support for Google Tag Manager conversion tracking and ROI measurement for traditional advertising campaigns. Pull custom variables from the consumer interface and send them to a third-party marketing campaign via manager tagging, so that partner sites can keep track of referrals, behavior and purchases within their own systems. Track pageviews and e-commerce activity with Google Analytics and Pixel

Tracking integrations. The Cross Domain Tracking – Link Decorator for API preserves the proper source/medium variables via API links so that campaigns and ad buys appear as a single visit when the patron moves from your website through to the checkout.

Box office

QuickSell Plus (Desktop App)

A one page, shopping cart-style sales interface that allows you to add multiple events or items (donations, packages, gift cards and merchandise) to the order.

QuickSell Plus Mobile Box Office

QuickSell Plus is available on iOS so that tickets can be easily sold from a tablet or other mobile device in the box office. The app also supports fully integrated credit card swipe payment processing.

Payment processing

Compatible with the following payment gateway providers:

- Pay Flow Pro (a PayPal Company)
- Authorize.net
- CardConnect – Point to Point Encryption

Marketing/CRM

An integrated, actionable CRM module that provides a unique experience for each patron and donor, including:

Email communication tools

Automated communication tools, fully integrated with mail services like MailChimp and Constant Contact extend your ability to pre-configure automatic, custom designed and personalized patron email alerts such as:

- Reminders and important information
- Membership, subscription and package renewals and recaptures
- Cross-sell and upsell opportunities after specific purchases and interactions

Task management

Task management allows you to properly develop key donors. Create and assign tasks to staff. Highlight the type of communication and the due date for completing tasks.

Patron profiles

Easily classify patrons and donors through individual or institutional profiles. Customer profiles can be used to unlock a customers' entire history with your business. View each patron's purchase history, including ticket transactions, memberships, gift card purchases and redemptions, season tickets, donations and other activities. View patrons' outstanding balances and credits, tasks and holds. All the information needed to increase audience engagement.

Households

Household profiles are true aggregate views of the sales, donations and potential donations of all patrons within a household (while still maintaining individual profiles). All transactions, tasks, notes can be viewed on the individual level, or as an aggregated household. The profiles offer a full cumulative view of all household members and a better understanding of how the members interact with your organization as a group.

Patron categories

Use Patron Categories for tagging and deep segmentation to act on key opportunities, create targeted offers and fundraising campaigns. Tags and Categories are the primary tools used in Professional to

segment your database and identify patrons. Tags and Categories are customized by you, including features such as display order and color. Tags can be added manually on a specific patron's record, or in bulk via Patron Report. You may use as many tags or categories as you want, and any one of them can be deleted at any time, without affecting the tagged patrons.

Pre- and post-show communication

Create personalized, HTML-friendly emails that are automatically sent to everyone on the Who's Coming list. Send automated pre- and post-show emails to increase audience attendance and retention.

Section and ticket type receipt customizations

Customize HTML-friendly text specific to ticket types or sections. Display instructional information on order confirmation emails, e-tickets and email receipts. Apply one set of instructions to several ticket types at a time.

Advanced patron report

Pull any information you need to send and track personalized, segmented communication so that you can reach the appropriate audience for each show and campaign. View all of your patrons in one place, export those patrons to Excel, assign Patron Categories to them, sync with your Mailchimp or Constant Contact account. Use the report to apply varying degrees of filtering logic to retrieve cumulative spend, donation, patron location, patron relationship and communication preferences as well as memberships and subscriptions.

Patron merge

Easily manage and maintain clean customer data with the Patron Merge deduplication tool.

Checkout questions

Add unlimited checkout questions to any sales channel to better understand your patrons.

Fundraising & Development

To develop strong relationships with your patrons and cultivate donors, you need to know who they are, how they interact with your organization and then devote the right kind of attention to them.

Create & manage campaigns

Fundraising campaigns are your primary method of collecting donations. A default campaign that you can use to receive donations is included. You can specify the particular projects that any monetary gifts go towards.

Recurring donations

Set up recurring giving to help to increase donor retention. Offer monthly, quarterly, or yearly recurring donation options, as well as allow donors to choose an end date. You can also encourage corporate matching as donations are made.

Campaign goals

Each fundraising campaign can be customized with a goal amount to track the progress of your fundraising campaigns and measure success. To see how you're tracking against your fundraising goals in the main fundraising campaign dashboard.

Donation acknowledgement

Use donation acknowledgement letters to thank your donors. Customize each donation campaign's acknowledgement email based on the level of giving. Automatically email letters, and/or print them for mailing purposes. Batch print a set of acknowledgement letters and address labels/envelopes. Resend individual acknowledgements directly from the orders.

Donor profile

Get a full, at-a-glance picture of a patron in real-time, so you can interact appropriately based on their lifetime donor, membership and purchase history, and their relationship and involvement with the organization. The profile allows you to move a single patron through a cycle from identified prospect to

cultivation to stewardship. Profiles are protected by user access controls to hide sensitive donor information.

Donor benefit

Automatically assign benefits and perks at specific giving levels through memberships. Donor benefits also utilize Smart Cart.

Waive membership benefits

Give donors the option to waive their membership benefits and have 100% of their donation be tax-deductible.

Waive benefits report

A fundraising report that accounts for the non-tax deductible value of a benefit that donors receive. Run a report to see the tax-deductible amount of each donation so you can send letters to each donor annually, letting them know the tax-deductible portion of their donations.

Fiscal year donation attribution

Track and allocate donation funds to a specific fiscal year. Tie a fiscal year to donations received for a previous or future fiscal year even if the donation was received before or after the new fiscal year began. Pull donation reports by fiscal year, or filter them by date range. Fiscal year attribution can be done while:

- Taking offline donations
- Editing donations
- Importing donations
- Setting or updating fiscal year

Soft credits

Assign credit for a donation to one or more people who aren't the donor. Quickly assess and manage the influence that a patron or donor has in generating contributions from others by giving them recognition and benefits. Namely:

- Attribute credits to multiple patrons.
- View a donor's last soft credit, total credits in the last 12 months, credits before last year and their cumulative soft credit amount in Development Profile.
- Filter the Patron Report by amount, timeframe or associated campaign.

Pledges

Capture promises made by donors to contribute cash to your organization at a later date, so that you can lock in donation commitments from patrons towards fiscal year goals. Assign a fiscal year while taking pledges or receiving donations. View and sort the Pledge Report by the fiscal year attribution to determine your progress towards fiscal year goals, as well as what is due and what is paid and outstanding.

Pledge report

Allows you to track the progress of all pledged contributions. You can check the status of pledges, filter by campaign and export the data to get a better understanding of your donations. Pledge statuses allow you to track the amount of money you're expecting, what has already been paid and what is due/overdue.

Task management

Ensure you appropriately follow up with donors and donor prospects. Assign tasks to any user and include a due date, type and description. Additionally, within the Patron Report, you can batch-add a group of patrons to a task.

Communication history tracking

Ensure patrons are getting the correct messages from you. This is done by tagging patrons as recipients of a communication. This feature allows you to segment groups who have already received a certain communication so that you can do appropriate follow-ups.

Reporting

Gain access to several standard reports with flexible filtering. Easily automate and export attendance, financial and audience reports.

MyReports

Take full ownership of your financial data so that you can better understand your organization's performance. Make reconciliation a breeze with easy-to-use and clearly itemized orders and transaction records. Manage and view transactions across all points of sale and payment types for easy royalty and union reports.

Scheduled automated emailed reports

Schedule recurring, automated report emails. Specify the time of day range to make sure it hits the recipient's inbox at a time convenient to them. Emails are only sent to users who have permissions for MyReports.

Analytics dashboard

Track the sales health of a series in just a couple of clicks. The dashboard enables views of:

Sales charts

View cumulative daily sales revenue progress in the Sales Revenue Chart and a breakdown of ticket types sold each day in the Ticket Breakdown chart. See your progress toward ticket sales revenue in context on the series revenue graph. Set ticket sales revenue and/or ticket quantity goals.

Key statistics

View the:

- Number of days on sale (from the moment the first ticket is sold).
- Remaining days until the last event in a series.
- Number of holds for future events.
- Number of seats available for future events.
- Number of comp tickets sold to any event in the series.

Series comparison graph

Compare past or current series to assess the similarities or differences in ticket sales. The graph provides a good visual impression of trends and changes over time even if small in nature.

General ledger codes

General ledger codes are designed to make your accounting and reconciliation processes less time-consuming and more accurate. Create general ledger codes for your series, products and fees, easily assign them, then run a general ledger code report that you can upload to your financial software.

Other reports

- View of gift card purchases, usage and cards with outstanding balances.
- Attendance Reports: Report on attendance across multiple events using a date range. Export your report as a CSV or Excel file.
- Household Report: Report on tickets sales, contributions and events attended across households.

Refund Protection

Patrons can purchase refund protection through XCover when buying tickets online. If a patron chooses to purchase protection through XCover, XCover will refund the full ticket purchase amount if the patron is unable to attend the event for a covered reason. For more information, see XCover's [terms and conditions](#) and [privacy policy](#).

Web API

Last updated August 11, 2020

Access future event data through the Web API. Data can be presented in calendar and series listings. If you host your own event pages, you can use the JavaScript API to allow patrons to add tickets to carts directly from your websites.

Accessibility

Last updated August 11, 2020

We're dedicated to creating usable and feature-rich products for the ticketing industry. We aim to make these products as functional and as intuitive as possible for everyone who uses them, including client users and ticket buyers.

We make every reasonable effort to conform to the current Web Content Accessibility Guidelines (WCAG) levels A and AA and want client users and ticket buyers, regardless of potential impairment, to be able to freely and easily navigate all of our web interfaces without frustration or confusion.

Both accessibility consultants and user testing are used to validate and improve our products. We're dedicated to responding as quickly as reasonably possible to accessibility issues brought to our attention regarding our public user interfaces.

We believe that everyone regardless of disability or impairment should have access to our products and the excitement of purchasing tickets for live events in the same way as those without barriers.

Onboarding

Last updated April 21, 2022

Once you're ready for onboarding, we work with you to get you up and running as soon as possible. Our onboarding process is described below.

Kicking-off onboarding

We contact you to detail the onboarding steps ahead that will guide you to your eventual launch. At this time, you're introduced to your project manager.

Some important items you need to organize to have a successful onboarding are listed below.

Onboarding Contact Obligations

You provide a designated onboarding contact, as needed, and attend any scheduled meetings with our team. You must provide the necessary financial ACH information before we can grant access to the product. The administration tools used to access our services are password-protected, and only your properly registered personnel receive login IDs and passwords. You're solely responsible for administering and monitoring the use of your login IDs and passwords.

Payment processing obligations

You need to establish and pay for relationships with a compatible payment gateway and payment processor. All setup and associated hardware costs, credit card or debit card processing fees or other credit and collection issues for your transactions are your responsibility. You must provide your merchant account information to us so that we can configure your product to take payments. For more information, see the [Finance Operations](#) section.

Website services

You need to manage and host your organization's website yourself. You can use deep-link functionality to integrate your website to the appropriate parts of your configured product.

Email

You need to obtain your own email communication tool with mail services like MailChimp and Constant Contact to extend email capabilities beyond pre- and post-event communications.

Reliable & reasonable operations

To ensure reliable and reasonable operations, you need your own reliable high-speed internet connectivity to and from our services (for all of your locations that need access to our services); provide and maintain your own premises equipment, including but not limited to administrator workstations, ticket-seller workstations, printers and scanners; provide all other customer relations, fulfillment and obligations, including but not limited to, customers/events establishment, operation and maintenance, ticket stock, advertising and promotion, nondurable operational supplies (e.g. printer toner) and ticket seller expenses and fees; maintain all configuration, use and operation of our services to suit your environment and specifications.

If you're unable to organize these items, it may reduce our ability to provide you with the services as designed.

Data collection

Your AudienceView project team works with you to collect the following data:

- Payment processing information.
- Venue information, including the seating manifest, if applicable.
- Patron (customer) information.
- Donor information.
- Historic donation information.

You need to ensure that the data provided conforms to our data specifications or schema as outlined by our team. We work with you through this process.

The Learning Portal

Your designated onboarding contact is immediately provided with unlimited access to our Learning Portal. The Learning Portal contains our on-demand courses and training material, knowledge base, client community, support resources and more. The designated onboarding contact is responsible for granting and managing access for their other team members.

Preparing for go-live

You'll get an opportunity to validate that your regular operational activities (setting up events, selling tickets, reporting) are working as expected. Once you're confident, let your project manager know that you're ready to launch.

Launch

Congratulations! Your new ticketing platform is launched. At this time, you have full access to the Client Support team.

Client support

Last updated August 19, 2022

You receive the following support services as part of our relationship:

- Access to the Learning Portal to log cases, read how-to articles, watch training videos, register for live webinars and post on the client discussion boards.
- Direct access to our team of solution experts via the Learning Portal during business hours Monday through Friday.

- After-hours emergency support via our on-call number and the Learning Portal.
- Investigation and triage of cases related to application performance, defects, configuration issues, and technical tasks including system configuration and “How do I” type questions.
- Access to update and review open and historical cases.
- Status page subscription for real-time maintenance and system performance updates.
- Automated system monitoring – twenty-four-seven. · For the current Support contact information, refer to our [Contact Support article](#).

All reported standard (non-emergency) issues will be responded to by Support staff during business hours within one (1) business day.

All reported emergency issues will be responded to by Support staff within fifteen (15) minutes. An emergency issue is where a client has complete loss of a core (mission critical) business process and work cannot reasonably continue. Examples of an emergency issue that needs immediate attention includes: not being able to access the system, not being able to sell, not being able to print tickets, and not being able to scan tickets.

These response times are good faith estimates only, based on our current averages.

Hardware

Last updated December 2, 2022

Printers

We recommend using printers and ticket stock from Boca Systems. These can be purchased directly from us.

Scanners

There are two broad options for access control/e-ticket scanning.

Recommended for low volume/traffic scenarios:

Download the Android scanning app (OvationTix Ticket Scanner) available in the Google Play Store or the iOS scanning app (AudienceView Professional) available in the Apple Store.

Recommended for high volume/traffic scenarios:

Purchase or rent the AudienceView Scanners. The device comes preloaded with the Android scanning app (OvationTix Ticket Scanner). Alternatively, you can tether AirTrack S2 Corded USB Handheld Barcode Scanner devices to any USB enabled laptop or desktop.

Payment Terminals

Your payment terminal options are dependent on your selected payment gateway and processor. Payment terminals are typically purchased through your selected payment gateway.

Work with your AudienceView project team to determine your options.

Credit Card Readers/Swipers

We offer a USB-connected encrypted IDTECH credit card reader/swiper that is compatible with the product. These work with any payment gateway and must be purchased directly from us.

Hardware Policy

If you're purchasing hardware from us, it's provided “as is”. We provide a one (1) year warranty for AudienceView scanners purchased directly from us. If any other hardware is defective, you may have the ability to access the manufacturer's warranties directly against the manufacturer. We provide reasonable assistance with any defective claims you raise with the manufacturer

If you're renting hardware from us, you're not allowed to rent, lease, sell or otherwise transfer the hardware to any third parties. You are responsible for supervising and controlling the use of the hardware

by your employees to ensure that it's used safely and appropriately. While you're responsible for the hardware from the time it's delivered to you until it's returned to us, if you're leasing the hardware, you don't receive any ownership interest in it.

If there is any loss or damage to the hardware while you're leasing it from us, you're responsible for any costs to repair or replace it. If you don't return any or all of the hardware to us within thirty (30) days of the expiration of our relationship, you'll be charged a replacement fee equal to our replacement cost plus any applicable taxes and shipping fees. You're responsible for all shipping costs unless otherwise agreed.

Security

Last updated August 2023

As a global leader in both technology and consumer experiences for live events, processing billions of dollars each year in ticket sales, you trust us with their live events and the patrons who attend those events. That trust is predicated upon us keeping the data of you and your patrons private and secure. Our services are compliant with PCI-DSS and **our latest Attestation of Compliance can be viewed [here](#)**. We also leverage best practices from other standards such as NIST, ISO, and SOC. where it makes sense to do so, but we don't formally comply or attest to those standards. This information is intended to provide an overview of how we protect that data and will be updated as we continually review and enhance our processes.

Security & Compliance

Our dedicated Security and Compliance team's mandate is to protect the data you store in our services. Our Security and Compliance program includes:

- Product security.
- Protecting and securely transmitting cardholder data.
- Vulnerability management.
- Infrastructure controls (physical and logical).
- Policies and Operating Procedures
- Employee education and awareness.
- Intrusion prevention and detection.
- Data loss prevention.

We regularly assess our infrastructure and applications for vulnerabilities and remediate those that could impact the security of your data. Our Security and Compliance team continually evaluates new tools to increase the coverage and depth of these assessments.

Perimeter security

We define and manage our network boundaries using a combination of network appliances including load balancers, firewalls and VPNs. We use these to control how services are exposed and to segment our production network from the rest of our computing infrastructure. We use role-based access control protocols that are based on business needs to define and authenticate access to our production infrastructure.

Application/product security

Application security is by means of an individual username and password. We provide you with the ability to manage application security to best meet your own needs and standards. It's the responsibility of each client to ensure application-level roles are defined, implemented and managed such to comply with

any protocols or standards to which they may subscribe. Securing our Internet-facing web service is critically important to protecting your data. Our Security and Compliance team drives an application security program to improve code security hygiene and regularly assess our service against OWASP for common application security issues.

Client segregation

Our services are designed and developed using single and multi-tenant architectures. In both cases, we take great care to ensure your data is accessible only to you. We consider your data private and don't permit any other user to access it.

Data retention & deletion

We retain client data for the purposes of performing the services and after termination or expiration of the agreement we make available, return or delete the data as agreed with the client and in accordance with applicable law.

Activity logging

We consolidate logs from all production servers into a security information and event management tool. Logs are consistently monitored and reviewed by our Security and Compliance Team.

Transport encryption

We use industry-standard encryption to protect your data in transit. This is commonly referred to as transport layer security (TLS) V1.2 or above, or secure socket layer (SSL) technology.

Encryption at rest

Where necessary we encrypt cardholder and other sensitive data while at rest in the database tables. For the security of our systems and your data, we don't publish the encryption standards used in this process.

Physical security

We leverage DataCenter and Cloud-based technologies to provision our service. Our Cloud storage vendor is a global industry leader and is the primary storage location for clients with the data residing in the United States. Our DataCenter is Tier 3 equivalent and located in Canada. This DataCenter is used as temporary backup facilities for clients for failover over or other temporary support. Our infrastructure is located in a private, locked cage in an environmentally controlled facility that includes 24x7x365 monitoring and backup power. In both cases, access to our equipment is tightly controlled and only authorized personnel are permitted access.

Resiliency/availability

Our goal is to ensure our services are available to you at all times. As every system requires maintenance, we have regularly planned maintenance windows during which times we complete all essential maintenance work. We may also perform emergency maintenance from time to time. We have a global footprint and in most cases can be flexible and schedule planned maintenance windows at a time most convenient for you. We provide notice well in advance of any maintenance that may require a service outage. We also work with you to schedule those outages at times that are convenient. However, this isn't always possible. You also have varying needs when it comes to disaster recovery or service failover. We can offer a range of options to best meet the needs of the individual client.

Incident response plan

Our incident response plan lays out the steps we follow when suspicious activity is detected.

- **Containment:** We take immediate action to contain any suspicious activity. This may involve isolating components or taking services offline.
- **Confirmation:** We move to confirm that any suspicious activity is a cause for concern and warrant further action.

- Engagement: Within 48 hours of confirmation of an issue we communicate with affected clients. We also engage relevant third parties such as crisis management, forensic specialists, cybersecurity professionals and where required law enforcement.
- Remediation: We work with all parties involved to remedy the immediate issue, re-secure the environment and return to normal operations

PCI-DSS responsibility matrix

The table below outlines our mutual responsibilities:

| PCI-DSS requirement | Our responsibilities | Your responsibilities |
|---|---|--|
| REQ-1: Install and maintain a firewall configuration to protect cardholder data. | Install and maintain a firewall configuration to protect the Cardholder Data Environment. Ensuring vendor default settings are changed where appropriate/required by this standard. | You are responsible for protecting and managing access to your own infrastructure and network assets; changing default vendor configurations, security controls, and vendor default passwords. |
| REQ-2: Do not use supplied defaults for system passwords and other security parameters. | Our owned systems are installed and managed with hardened minimum security baselines using industry best practices, including changing or deleting vendor defaults where appropriate/required by this standard. | You are responsible for: <ul style="list-style-type: none"> • Changing default vendor configurations, security controls, and vendor default passwords client workstations and • Managing access to the application/application data through the end-user GUI |
| REQ-3: Protect stored cardholder data | We deploy policies and procedures such that credit card numbers (i.e., primary account numbers or PANs) and sensitive authentication data (e.g., CVV) are a) not stored within the system or b) where storing sensitive data cannot be avoided, it is encrypted using industry standard encryption protocols. | You are responsible for: <ul style="list-style-type: none"> • Security of your workstations • Access to application/application data through the end user GUI The Security or PCI compliance status of your cardholder data environment (CDE). |

| PCI-DSS requirement | Our responsibilities | Your responsibilities |
|--|---|--|
| <p>REQ-4: Encrypt transmission of cardholder data across open, public networks.</p> | <p>Data transmitted by us for payment processing uses industry standard encryption and security technologies to protect credit card numbers and sensitive authentication data transmitted during payment processing and order fulfilment.</p> | <p>You are responsible for implementing encryption on all applicable internal and external network connections.</p> |
| <p>REQ-5: Use and regularly update anti-virus software or programs.</p> | <p>We ensure compliance with respect to all owned and managed infrastructure.</p> | <p>You are responsible for deploying and managing anti-virus and malware protections on your managed OS instances commonly subject to malware.</p> |
| <p>REQ-6: Develop and maintain secure systems and applications.</p> | <p>We use industry best practices Secure – Standard Development Life Cycle in the development of its products / services. We also maintain security patching on infrastructure it manages as part of payment processing.</p> | <p>You are responsible for monitoring published OS and application vulnerabilities and patching on your own infrastructure.</p> |
| <p>REQ-7 : Restrict access to cardholder data by business need-to- know.</p> | <p>We maintain industry best practice access controls. System access is restricted to a “need-to-know” basis across all infrastructure and systems within its control.</p> | <p>You are responsible for provisioning and managing access to the application and data through the end user GUI.</p> |

| PCI-DSS requirement | Our responsibilities | Your responsibilities |
|--|--|--|
| REQ-8: Assign a unique ID to each person with computer access. | We assign a unique ID, strong authentication and processes to properly manage access to the payment processing systems we maintain. | You are responsible for providing unique access ID's (e.g., no shared ID's) to your employees accessing the GUI through your own network and devices. You will ensure User ID's and Passwords conform to the PCI-DSS standard |
| REQ-9: Restrict physical access to cardholder data. | We have implemented physical and other controls (e.g., cameras) to physically protect the infrastructure and payment processing devices we manage. | You are responsible for access to workstations or other devices that may be used to gain access to the application/application data as well as any media created outside of the managed environment is your sole responsibility. |
| REQ-10: Track and monitor all access to network resources and cardholder data. | Our service tracks access to cardholder data. | You are responsible for using handheld scanners (e.g., IDTech) over cellular to connect to payment processors, which fall under your' PCI program. PCI compliance for the POS devices (i.e., point of swipe/dip) are not in scope for this PCI Assessment, instead fall within the merchants' PCI compliance programs. |
| REQ-11: Regularly test security systems. | We regularly test the security controls using an industry standard vulnerability management program including performing annual internal/external penetration testing, semi-annual segmentation testing, quarterly ASV scans for our payment | You are responsible for regularly testing the security controls using an industry standard vulnerability management for the systems that you manage that connect to any systems that connect to payment processing systems. |

| PCI-DSS requirement | Our responsibilities | Your responsibilities |
|-----------------------------|--|---|
| | processing systems and edge security. | |
| REQ-12: Restrict. | We deploy a vendor management program to provide ongoing due diligence for the payment processors. | You are responsible for training staff on protecting devices that store, process, or transmit credit card data (e.g., POS devices). Introduce an Information Security Program, for your staff, including proper training. Instituting an Incident Response Program to alert your team and us (where appropriate) when you believe security of payment processing has been breached. |

Finance Operations

Last updated December 03, 2024

Our merchant account

Settlement

You'll be assessed service fees and merchant processing fees in accordance with your Order Form. Unless otherwise agreed, you agree that we may deposit credit card sales collected via our merchant account less our fees or any other charges via ACH credit to your business' checking account. Should any fees or charges exceed credit card sales, you agree that we will collect fees via ACH debit from your business' checking account.

Payouts will be remitted by AudienceView Ticketing Corporation, or its affiliate, Theatermania.com, Inc. We may increase the Merchant Processing fee in the event that the payment processing fees charged to us by one or more payment processing companies or associations are increased.

Your net proceeds for eligible payouts will be deposited into your checking account on a weekly basis, typically on Mondays. Your net proceeds must be a minimum of \$100 to be paid.

If you use our merchant account, when applicable, you must [submit your events for settlement](#).

A minimum reserve of 5% of your net proceeds may be held for 90 days after the event settlement date and will be paid out on the following disbursement cycle, less refunds, chargebacks, related charges or fees due.



If you're looking to find out what you've been paid and/or when then you should go to your [Statement History](#) in your account.

Subscription, System Base and Access fee billing

Subscription, System Base and Access fees will be invoiced on the first day of the month following the start date of the initial term as set out on your Order Form.

Transactions and complimentary ticket fees exceeding the annual limits stated on your Order Form will be invoiced after the end of each annual term.

Unless otherwise agreed, all invoices are due upon receipt. You agree that we'll collect invoiced fees via ACH debit from your business' checking account within 30 business days of the invoice date.

Fees will be debited and/or invoices will be issued by AudienceView Ticketing Corporation, or its affiliate, Theatermania.com, Inc.

Chargebacks

You shall be liable for and agree to promptly pay or reimburse us for the full amount of any and all chargebacks, including all credit and debit card service charges, our service fees and payments and all other charges, fees and payments incurred by us in connection therewith. Our service fees are not refundable in a chargeback scenario.

Chargebacks and related fees will be automatically applied to your account and netted from your next settlement. If chargebacks and related fees exceed credit card sales, you agree that we'll collect fees via ACH debit from your business' checking account.

Details relating to chargebacks and related fees are visible on your [Statement History](#).

Cancellations

You alone will bear the responsibility to contact and/or reschedule patrons' reservations, and any patrons contacting us regarding any canceled or rescheduled event may be redirected to you. Our service fees are not refundable if an event is canceled.

Insufficient funds & non payment

You agree that there will be sufficient funds in your business' checking account at the time of collection. You agree that we won't be held responsible for charges incurred due to insufficient funds. In the event that funds aren't available in your business checking account at the time of collection, we'll attempt to draft again the next business day. A fee of \$25.00 will be assessed for each transaction if funds are not available.

Should the amount of the authorized fees or charges exceed the amount of credit card sales collected, your account may be subject to suspension or termination.

Refunds

Our fees are final and will be timely paid without refund, reserve, holdback or set-off of any kind. If you refund a patrons' ticket and such refund exceeds credit card sales, you agree that we'll collect the value of such refund via ACH debit from your business' checking account.

Audit

We may from time to time, but with 10 business days advance notice, inspect and audit the necessary books and records (and make copies as needed) to confirm your compliance with the terms of our relationship, and you agree to reasonably cooperate with us with respect to any inspection and audit. The books and records and information reviewed and copied (if any) as part of any audit will be deemed confidential information.

Client merchant account

Service fee collection

You'll be assessed service fees as set out on the Order Form.

Unless otherwise agreed, you agree that we collect all fees and charges for the preceding week's transactions via



ACH debit from your business' checking account on a weekly basis, typically on Mondays. Fees will be debited or invoices will be issued by AudienceView Ticketing Corporation, or its affiliate, Theatermania.com, Inc.

If you're ever looking to find out what you've been paid and/or when, then you should go to your [Statement History](#) in your account.

Subscription, System Base and Access fee billing

Subscription, System Base and Access fees will be invoiced on the first day of the month following the start date of the initial term as set out on your Order Form.

Transactions and comp ticket fees exceeding the annual limits stated on your Order Form will be invoiced after the end of each annual term.

Unless otherwise agreed, all invoices are due upon receipt. You agree that we'll collect invoiced fees via ACH debit from your business' checking account within 30 business days of the invoice date.

Fees will be debited and/or invoices will be issued by AudienceView Ticketing Corporation, or its affiliate, Theatermania.com, Inc.

Insufficient funds & non payment

You agree that there will be sufficient funds in your business' checking account at the time of collection. You agree that we won't be held responsible for charges incurred due to insufficient funds. In the event that funds aren't available in your business checking account at the time of collection, we'll attempt to draft again the next business day. A fee of \$25.00 will be assessed for each transaction if funds are not available. Delinquent balances are subject to suspension of your account.

Refunds

Our fees are final and will be timely paid without any refund, reserve, holdback or set-off of any kind.

Audit

We may from time to time, but with 10 business days advance notice, inspect and audit the necessary books and records (and make copies as needed) to confirm your compliance with the terms of our relationship, and you agree to reasonably cooperate with us with respect to any inspection and audit. The books and records and information reviewed and copied (if any) as part of any audit will be deemed confidential information.

AudienceView Payments

For AudienceView Payments, AudienceView works with third-party service providers to perform payment processing, including card processing ("**Payment Agent**"). Any payment processing will be subject to the terms and privacy policy of the Payment Agent, in addition to the terms of our Services Description. Our current Payment Agent for our Professional solution is Run Payments LLC, and your payments are processed by our Payment Agent in accordance with our Payment Agent's terms of service and privacy policy. AudienceView may share transaction information with our Payment Agent, but not credit card information, which you provide to the Payment Agent directly and not to AudienceView.

Media services

Last updated August 11, 2020

Distribution

As an AudienceView client, you'll have the option to automatically list events with TheaterMania.com at no cost. After you create a listing, simply check the box and the listing you have created will appear immediately on TheaterMania.com. Should you need to modify the listing, you can return to the marketing portal and make any edits then save.

Advertising & promotions



As an AudienceView client you receive a discount off all advertising on TheaterMania.com, our consumer website that features comprehensive listings, news, reviews, interviews and video content for theater and arts nationwide. TheaterMania can also help promote your events through various other digital marketing campaigns including email, social media, audience extension, retargeting and other forms of digital marketing. Promotions of fundraising campaigns through our owned properties can often be executed at no cost. For more information you can contact advertising@theatermania.com.

Editorial

Engage with the TheaterMania.com editorial community by sending us story ideas and information about your upcoming programming so we can look for ways to expose this information to our consumer audiences. Email us at editorial@theatermania.com.

Partnerships

Booking Protect

Last updated December 10, 2021

If set out on your Order Form, you have elected to receive Booking Protect Limited's ("BPL") booking protection products, through our referral relationship with BPL. In order to activate BPL's Booking Protect product and make it available for sale to your customers, you will need to accept BPL's Booking Protect Terms of Business. In order to facilitate the processing and reconciliation of sales of BPL's products to your customers, you authorize us to transfer to BPL the relevant revenue and data of your customers who purchase BPL's products through our services (i.e. name, fee paid).

Our merchant account

When using our merchant account, we will collect and remit to you forty percent (40%) of the aggregate proceeds from those sales (inclusive of any taxes and less any credit card fees) by electronic funds transfer via our initiated ACH transaction (unless otherwise agreed) within five (5) business days following the end of the week in which the sale of BPL's booking protection products were made, or until such time as we have a minimum of \$100 from such sales to be remitted to you.

Client merchant account

When using your own merchant account, you will collect and remit to us sixty percent (60%) of the aggregate proceeds from those sales (inclusive of any taxes) by electronic funds transfer via our initiated ACH transaction (unless otherwise agreed) following the end of the week for the preceding week's sales of BPL's booking protection products, or until such time as you have a minimum of \$100 from such sales to be remitted to us.

TKTS

If set out on your Order Form, you have elected to sell tickets through our Services at the TKTS booths, through our relationship with Theatre Development Fund ("TDF"). In order to make your tickets available at the TKTS booths, you will need to accept TDF's terms and conditions.

For all ticket sales through a TKTS booth, TDF has a per ticket service charge set out on the Order Form that is over and above the ticket price (whether or not a payment processing fee is withheld). TDF may adjust their fee from time to time. We charge the service fee as set out on the Order Form.

For all cash ticket sales at a TKTS booth, TDF will collect the proceeds of cash ticket sales and will pay this amount to you (excluding TDF's service fee) at your box office, along with any applicable documentation. You will remain responsible for paying our service fee to us for those cash ticket sales.

Our merchant account

When using our merchant account for all credit card ticket sales, we will collect the proceeds of TKTS booth credit card ticket sales. We will pay you your share of the credit card ticket sales (excluding TDF's service fees, our service fees and payment processing fees) through the ACH process, unless otherwise agreed. We will be responsible for paying TDF its service fees.

Client merchant account



When using your own merchant account for all credit card ticket sales, you will be responsible for collecting the proceeds of TKTS booth credit card ticket sales and paying to us our service fee and TDF's service fees through the ACH process, unless otherwise agreed. We will be responsible for paying TDF its service fees.

Schedule B

Terms & Conditions

These terms and conditions (the “**Terms**”) 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 the vendor set out on the Order Form (the “**Vendor**”), and the client set out on the Order Form (the “**Client**”), with respect to the services set out on the Order Form (the “**Services**”).

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.

SERVICES

1.1 Services. Subject to these Terms and each Order Form, and in consideration of the payment by Client of the fees, and any applicable expenses for the Services in the amounts set out on the Order Form (the “**Service Fees**”), Vendor will make the Services available to Client such that Client may access the Services. Client will exclusively use the Services for all of its events, unless otherwise set out on the Order Form. Payment of the Service Fees includes the receipt of all generally available updates to the Services free of charge.

1.2 Changes to Services; Updates. Client acknowledges that as Vendor provides a software as a service offering, Vendor may change, modify, update, and add to the Services and any aspect or feature thereof including replacing any third party product or services incorporated into the Services, however such changes, modifications, updates and additions will not materially reduce the overall quality of the Services.

FEES AND PAYMENT

2.1 Service Fees. Client will pay Vendor the Service Fees set out on the Order Form. All Service Fees paid or payable to Vendor 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 these Terms.

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 Vendor’s net income, capital gains or employee withholdings, even if such amounts are not listed on an Order Form.

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 Vendor with evidence of such exemption. For so long as Client maintains its tax exempt status, Vendor will be solely responsible for payment of any and all taxes or fees, whether foreign or domestic, relating to Vendor’s activities under these Terms.

Regardless of whether Client is tax-exempt or not, it is Client’s responsibility to ensure that ticket sales and other goods or services sold or issued to Client’s customers (whether through the Service or otherwise) include the appropriate amount of sales, use, value added and other applicable taxes in each separate jurisdiction where ticket sales occur or events are being held, and Client is responsible for remitting all taxes collected to the relevant authority.

Upon Vendor’s request, Client will cooperate with Vendor 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. Vendor will take similar actions and provide Client such information as is required by the relevant taxation authority.

2.3 Payment Terms. Payment is due as set out in the services description website. 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.

CLIENT OBLIGATIONS

3.1 Use of Services. The Services may only be used by Client and its/their employees and contractors in connection with Client’s business. In no event will Client use the Services in violation of applicable laws, rules or regulations or for any reason other than for the Services reasonably intended purpose, and Client will not knowingly or willfully use the Services in any manner that could

damage, disable, overburden, impair or otherwise interfere with Vendor's provision of the Services. Client will keep its contact details up to date to ensure timely receipt of invoices and other communications.

3.2 Client Data. Vendor will accept all data and other records made available to Vendor by or on behalf of Client under these Terms or otherwise processed or created on Client's behalf in connection with the 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, including materials that: (i) defame other persons; (ii) willfully promote hatred against any identifiable group or individual; or (iii) infringe the copyright, trade secret or other intellectual property rights of any person. Where applicable under this Agreement in respect of the Client Data the General Data Protection Regulation (EU) 2016/679 ("**EU GDPR**"), the retained version of the EU GDPR in the United Kingdom, and/or any related United Kingdom and European Union privacy laws (collectively, the "**GDPR Laws**") apply. Vendor's Data Protection Addendum is located at: <https://www.audienceview.com/legal/data-processingaddendum/>. Where Client Data under this Agreement is not subject to the GDPR Laws, the previous sentence does not apply and is considered intentionally deleted.

3.3 Prohibited Activities. Except as allowed in these Terms, Client may not modify, rent, sublease, sublicense, assign, use as a service bureau, copy, lend, adapt, translate, sell, distribute, disclose, create any derivative works based upon, decompile, reverse assemble, reverse engineer or otherwise attempt to derive the source code from, the Services or any Vendor intellectual property incorporated or embodied therein. Client will not alter or remove any copyright notices or other proprietary notices on or in the Services. Client will use the Services only in compliance with Vendor's Acceptable Use policies as found on www.audienceview.com, as reasonably amended from time to time.

3.4 Termination/Suspension of Services. Vendor reserves the right to suspend, terminate or limit performance of, and Client's access to, the Services at any time in the event: (a) that Vendor determines, in its reasonable discretion, that the Services are being used by Client in an unauthorized or fraudulent manner or in material violation of these Terms, (b) that Vendor, in its reasonable discretion, determines that any Client Data violates these Terms, (c) that any undisputed Vendor invoice is more than thirty (30) days overdue, or (d) of a denial of service attack or any other security or other disaster which impacts the Services or the security of the Client Data or other content stored with the Services. Vendor 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. Vendor will not be liable for any damages, liabilities or losses as a result of any such suspension, limitation or termination of the Services in accordance with this Section.

OWNERSHIP AND CONFIDENTIALITY

4.1 Ownership of Client Data. Client exclusively owns all rights, title and interest in and to Client Data. Solely for the purpose of Vendor performing its obligations under these Terms, Client grants to Vendor a non-exclusive limited licence to access, use, modify, retain and dispose of Client Data, and consents to Vendor's transfer of Client Data to Vendor's third party data processing vendors, in each case in accordance with applicable law. Vendor may aggregate and anonymize Client Data with other aggregated and anonymized data.

Accordingly, aggregated and anonymized data is not Client Data, and Vendor may use such data in its discretion, in accordance with applicable laws.

4.2 Licence of Client Trade-marks. Solely as required for Vendor to provide the Services during the Term, Client grants to Vendor a limited, personal, non-sub-licensable licence to use and display Client's trade name, trade-marks and logos (e.g. posting Client's trade-marks on Client's instance of the Services). **Publicity materials involving the Customer/Client's logo/branding shall use identity standards as found at <https://www.jmu.edu/identity/index.shtml>.**

4.3 Ownership of Services. Vendor retains all right, title and interest in and to all intellectual and proprietary rights with respect to the Services, together with any and all software and other technology that enables the provision of such Services, and all documentation, materials, user guides, manuals, release notes and any training materials and other deliverables provided by Vendor under these Terms, and any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Client or its users relating to the Services.

4.4 Confidentiality. "**Confidential Information**" means any and all non-public information and materials disclosed by one party to the other party (which may include any materials Vendor provided as part of a proposal), whether in writing, orally or visually, and whether or not marked as confidential, that a reasonable person would regard as confidential, which includes all Client Data. Confidential Information will not include information which: (a) is or becomes part of the public domain, other than by wrongful act of the receiving party; (b) at the time when it is disclosed or access is granted to the other party, is known to the other party free of any restrictions; (c) is independently developed by the other party through individuals who have not had either direct or indirect access to the disclosing party's Confidential Information; or (d) is disclosed without any restrictions to the other party by a third party who has a right to make such disclosure to any person. Each party will: (i) use the other party's Confidential Information only in accordance with these Terms and only for the purpose of fulfilling its obligations and exercising its rights under these Terms; (ii) at a minimum, use a reasonable degree of care to protect the other party's Confidential Information (which will not be less than receiving party uses to protect its own Confidential Information); (iii) maintain the other party's Confidential Information

in strict confidence, and (iv) except as required by applicable law, not disclose the other party's Confidential Information to any third parties. Each party acknowledges that the Confidential Information of the other party is of value to the other party or to its suppliers and that any unauthorized copying, use, disclosure, access or disposition of that Confidential Information may cause irreparable injury to the other party. Consequently, each party agrees that in addition to any other remedies that the other party may have with respect to any unauthorized use or disclosure of its

Confidential Information, the other party will be entitled to seek injunctive and other equitable relief, as a matter of right. The receiving party may disclose the other party's Confidential Information as required by law or court order provided: (1) where legally permissible the receiving party promptly notifies the other party in writing of the requirement for disclosure; and (2) discloses only as much of the Confidential Information as is required by such law or court order. The party receiving Confidential Information of the other party will ensure that Confidential Information is disclosed only to its employees or consultants with a bona fide need to know and who are under binding written obligations of confidentiality with receiving party to protect the other party's Confidential Information substantially in accordance with the terms of these Terms.

In the event that Client is subject to an Open Records Act (or similar legislation) with which it must comply by law (an "ORA") and Client receives any request for information under the ORA or otherwise in relation to this Agreement or Vendor, if permitted by the ORA, Client will make reasonable efforts to promptly notify Vendor with details of the information requested to allow Vendor the opportunity to promptly and legally object to the requested disclosure in respect of proprietary or other commercially sensitive information.

4.5 Obligation on Termination. Upon termination of an Order Form and at the written request of the disclosing party, the other party will, upon election of the disclosing party, either (i) make available through the Services or return, as applicable, all originals and copies of Confidential Information received from the disclosing party within thirty (30) days of the receipt of such request, or (ii) destroy all originals and copies of Confidential Information received from the disclosing party and provide written confirmation of such destruction within thirty (30) days of receipt of such request. Nothing in this Section will require a party to return or destroy any documents and materials that such party is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject, or for its own internal compliance or auditing procedures. The confidentiality obligations will continue to apply to any documents and materials retained pursuant to this Section.

WARRANTIES AND LIMITATIONS

5.1 Vendor Warranties. Vendor represents and warrants that: (i) the Services will perform in all material respects in accordance with the services description website and these Terms; and (ii) it will implement appropriate technical, administrative and physical measures to secure its systems and Client Data, including maintaining certification of its compliance with the current Payment Card Industry Data Security Standards ("PCI DSS"). For breach of (i) above, upon notification to Vendor in writing of the nature of nonperformance, Client's initial remedy will be Vendor's commercially reasonable efforts to promptly repair the nonconforming Services or to re-perform the non-performing Services without charge. Where applicable to Client Data, Vendor acknowledges that for the purposes of the Order Form and these Terms, it is designated as a "school official" with a "legitimate educational interest" in the education records of Client's students, as those terms have been defined under the *Family Educational Rights and Privacy Act* and its implementing regulations (collectively "FERPA"). Vendor agrees to abide by the limitations and requirements imposed by FERPA and will not use Client Data governed by FERPA other than for the purposes of fulfilling its duties under the Agreement.

Vendor makes no other representations, warranties or conditions with respect to the Services, or any materials or other deliverables provided by Vendor, whether express or implied, including any implied warranties or conditions of merchantability, fitness for a particular purpose or noninfringement. Vendor is not responsible for errors, bugs or other problems caused by hardware or software not provided by Vendor. While Vendor is responsible for its PCI DSS obligations, the Services and Client Data stored through use of the Services may be susceptible to intrusion, attack or computer virus infection that are beyond the Vendor's control.

5.2 Client Warranties. Client represents to Vendor that: (i) the materials provided by Client to Vendor (including Client Data and Client's websites) will not be unlawful or infringe a third party intellectual property right; (ii) the sale of tickets, promotion, production, management and presentation of Client's events (and any other event for which the Services are used), and the postponement or cancellation thereof, will not violate any applicable laws; and (iii) Client will not release any information or data related to any purchaser or prospective purchaser of any ticket (or other unit) in violation of any applicable laws.

5.3 Limitation of Liability. Other than for breaches of Section 2 (Fees and Payment) and Section 4 (Ownership and Confidentiality), neither party will be liable to the other party, for: loss, damage or corruption of data which is caused by the other party or the other party's employees; lost revenues or profits; or any indirect, punitive, incidental, special or consequential damages or loss of use. This limitation will apply whether or not the loss or damage was foreseeable or the defaulting party was advised of the possibility of such loss or damage. Other than for: (a) death or personal injury caused by the negligence of such party, its officers, employees, contractors or agents, (b) any liability which may not be excluded by applicable law, and (c) intellectual property claims

indemnifiable pursuant to Section 6.1; in no event will the total cumulative liability of Vendor for any and all claims arising out of or relating to these Terms or the Services, exceed the amounts actually paid by Client to Vendor in the twelve (12) months preceding the date of the applicable claim (or if the applicable claim occurs during the first twelve (12) months of the initial term, the amount payable by Client to Vendor for the initial twelve (12) months of the Term). The existence of more than one claim under these Terms will not enlarge or extend the foregoing limitation. The foregoing provisions set out in this Section will apply regardless of the form or cause of action (including without limitation, contract, tort or negligence).

INDEMNIFICATION

6.1 Intellectual Property Indemnification. Vendor agrees to indemnify, defend, and hold harmless Client and its directors, trustees, officers, and employees from and against any and all claims, suits, losses, damages and expenses (including reasonable legal fees and expenses) incurred in connection with any third party claims, demands and other liabilities asserted against any of them, which directly relate to or directly arise out of the violation or infringement of any Canadian, United States or United Kingdom copyright, patent, trade-mark or trade secret by Client's authorized use of the Services; provided that Client: (a) gives Vendor prompt written notice of any such claim; (b) gives Vendor all reasonable cooperation, information and assistance to handle the defence or settlement; and (c) except to the extent required by law, makes no admission regarding any such claim without Vendor's prior written consent. Any legal counsel selected by Vendor to defend Client must be reasonably satisfactory to Client. Vendor will not settle or resolve any portion of any such claim or lawsuit that obligates Client to take any action or incur any expense without Client's prior written approval. Client will at all times have the right, at its own cost, to direct the defense of, and to accept or reject any offer to compromise or settle, any lawsuit, claim, demand or liability asserted against the Client. Notwithstanding the foregoing, Vendor will not be liable under this Section to the extent such claim was caused by the negligence or willful misconduct of Client.

6.2 Right to Procure or Substitute. Should the Services or any part thereof become, or in Vendor's reasonable opinion, are likely to become, the subject of a claim for infringement against which Vendor is liable to indemnify Client under these Terms, then Vendor may, at its sole option and expense: (a) procure for Client the right to use and access the infringing or potentially infringing item(s) of the Services free of any liability for infringement; or (b) replace or modify the infringing or potentially infringing item(s) of the Services with a noninfringing substitute of equal overall quality and functionality of the replaced system. If (a) and (b) are not reasonably available in Vendor's reasonable opinion, after Vendor has used commercially reasonable efforts to achieve both (a) and (b), Vendor may terminate these Terms and any Order Form(s), in which case Client will receive a pro rata refund of any prepaid unused Service Fees.

6.3 Client Indemnification. Client will indemnify, defend and hold harmless Vendor, its affiliates and their respective directors, officers and employees from and against any and all claims, suits, losses, damages and expenses (including reasonable legal fees and expenses) incurred in connection with any third party claims, demands and other liabilities asserted against any of them, which directly relate to or directly arise out of any materials provided by Client to Vendor (including Client Data) and/or the promotion, production, management, presentation, postponement or cancellation of any event (including any claims by any of Client's customers, contractors, service suppliers or other similar parties that are related to the these Terms (other than to the extent that the claim was the direct result of Vendor's breach of these Terms)); provided that Vendor: (a) gives Client prompt written notice of any such claim; (b) gives Client all reasonable co-operation, information and assistance to handle the defence or settlement; and (c) except to the extent required by law, makes no admission regarding any such claim without Client's prior written consent. Any legal counsel selected by Client to defend Vendor must be reasonably satisfactory to Vendor. Client will not settle or resolve any portion of any such claim or lawsuit that obligates Vendor to take any action or incur any expense without Vendor's prior written approval. Vendor will at all times have the right, at its own cost, to direct the defense of, and to accept or reject any offer to compromise or settle, any lawsuit, claim, demand or liability asserted against the Vendor. Notwithstanding the foregoing, Client will not be liable under this section to the extent such claim was caused by the negligence or willful misconduct of Vendor.

If Client is identified on an Order Form as a government related entity, and as a result Client is prohibited under applicable law from providing indemnities, this Client indemnification does not apply as a matter of law and as such will be deemed "Intentionally deleted".

TERM AND TERMINATION

7.1 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".

7.2 Termination for Insolvency or Material Breach. Either party may terminate any Order Form (which includes these Terms) 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 these Terms that is reasonably susceptible to cure and is not cured or addressed to the satisfaction of the nondefaulting 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 these Terms that is not reasonably susceptible of being cured. If termination is due to Vendor's material breach, Client will receive a pro rata refund of any prepaid unused Service Fees.

7.3 Effect of Termination. Upon the termination of an Order Form, Vendor will terminate Client's access to the Services, Client will pay all Service Fees and expenses incurred for 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 annual Term. Client Data is available for export by Client in machine readable (i.e. csv) format via the Services' business intelligence tools prior to and upon termination. Vendor can be available to assist Client in additional migration services of its Client Data contained within the Services for an additional charge. 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 these Terms which existed at or before the date of termination will not be affected or prejudiced.

GENERAL

8.1 Notices. Any notice given pursuant to these Terms 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 prepaid to Client's address set out on the Order Form and to Vendor 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.

8.2 Entire Agreement. These Terms, which includes the attached Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form, and the JMU IT Services Addendum both which shall govern in the event of conflict, take effect upon signing of the Order Form and constitute 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 (including any previously entered into Services Agreement, or Software License Agreement (or similarly titled agreement) with Vendor and/or its affiliates). Notwithstanding the foregoing, where Client is migrating from one of Vendor's alternate services, or its affiliate's services (the "**Former Services**"), to the Services set out on the Order Form, Client's agreement for the Former Services terminates on the start of the Initial Term.

8.3 Variations. These Terms may be changed only by mutual written agreement.

8.4 Severance. Should any provision of these Terms 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.

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

8.6 Waiver. No part of these Terms: (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.

8.7 Assignment. Neither party will assign or otherwise transfer any rights or obligations under these Terms without the other party's written consent, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Vendor may assign or subcontract these Terms (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. Vendor will remain responsible for the actions or omissions of such subcontracting. Subject to the foregoing, these Terms will be binding on, will inure to the benefit of, and will be enforceable against the parties and their respective successors and assigns.

8.8 Independent Contractors. The relationship between the parties is that of independent contractors. These Terms 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.

8.9 Governing Law. These Terms and any disputes or claims arising out of or in connection with them or their 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, these Terms, their 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, these Terms and any disputes or claims arising out of or in connection with them or their 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.

8.10 Media. Unless Client has otherwise notified Vendor in writing, Vendor may list Client as a client (and use its name and logo) in its standard sales and marketing materials and website. Otherwise, neither party will issue any public notice or press release, or otherwise make use of its association with the other party or these Terms, without the prior written consent of the other party, such consent not to be unreasonably withheld.

8.11 Third Party Rights. Unless required under applicable law, a person who is not a party to an Order Form will not have any rights to enforce these Terms.

8.12 Force Majeure. Neither party will be liable for any failure or delay in its performance under these Terms 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 Services are provided.

8.13 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 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.

8.14 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.

8.15 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.

8.16 Survival. Those sections which by their nature should survive the termination or expiration of these Terms will survive termination or expiration, including Sections 2, 4, 5.3, 6, 7.3 and 8.

Last Updated: September 21, 2022



ORDER FORM TERMS AND CONDITIONS

These terms and conditions (the “**Terms**”) 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 the vendor set out on the Order Form (the “**Vendor**”), and the client set out on the Order Form (the “**Client**”), with respect to the services set out on the Order Form (the “**Services**”).

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. SERVICES

1.1 Services. Subject to these Terms and each Order Form, and in consideration of the payment by Client of the fees, and any applicable expenses for the Services in the amounts set out on the Order Form (the “**Service Fees**”), Vendor will make the Services available to Client such that Client may access the Services. Client will exclusively use the Services for all of its events, unless otherwise set out on the Order Form. Payment of the Service Fees includes the receipt of all generally available updates to the Services free of charge.

1.2 Changes to Services; Updates. Client acknowledges that as Vendor provides a software as a service offering, Vendor may change, modify, update, and add to the Services and any aspect or feature thereof including replacing any third party product or services incorporated into the Services, however such changes, modifications, updates and additions will not materially reduce the overall quality of the Services.

2. FEES AND PAYMENT

2.1 Service Fees. Client will pay Vendor the Service Fees set out on the Order Form. All Service Fees paid or payable to Vendor 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 these Terms.

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 Vendor’s net income, capital gains or employee withholdings, even if such amounts are not listed on an Order Form.

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 Vendor with evidence of such exemption. For so long as Client maintains its tax exempt status, Vendor will be solely responsible for payment of any and all taxes or fees, whether foreign or domestic, relating to Vendor’s activities under these Terms.

Regardless of whether Client is tax-exempt or not, it is Client’s responsibility to ensure that ticket sales and other goods or

services sold or issued to Client’s customers (whether through the Service or otherwise) include the appropriate amount of sales, use, value added and other applicable taxes in each separate jurisdiction where ticket sales occur or events are being held, and Client is responsible for remitting all taxes collected to the relevant authority.

Upon Vendor’s request, Client will cooperate with Vendor 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. Vendor will take similar actions and provide Client such information as is required by the relevant taxation authority.

2.3 Payment Terms. Payment is due as set out in the services description website. 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. CLIENT OBLIGATIONS

3.1 Use of Services. The Services may only be used by Client and its/their employees and contractors in connection with Client’s business. In no event will Client use the Services in violation of applicable laws, rules or regulations or for any reason other than for the Services reasonably intended purpose, and Client will not knowingly or willfully use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with Vendor’s provision of the Services. Client will keep its contact details up to date to ensure timely receipt of invoices and other communications.

3.2 Client Data. Vendor will accept all data and other records made available to Vendor by or on behalf of Client under these Terms or otherwise processed or created on Client’s behalf in connection with the 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, including materials that: (i) defame other persons; (ii) willfully promote hatred against any identifiable group or individual; or (iii) infringe the copyright, trade secret or other intellectual property rights of any person. Where applicable under this Agreement in respect of the Client Data the General Data Protection Regulation (EU) 2016/679 (“**EU GDPR**”), the retained version of the EU GDPR in the United Kingdom, and/or any related United Kingdom and European Union privacy laws (collectively, the “**GDPR Laws**”) apply. Vendor’s Data Protection Addendum is located at: <https://www.audienceview.com/legal/data-processingaddendum/>. Where Client Data under this Agreement is not subject to the GDPR Laws, the previous sentence does not apply and is considered intentionally deleted.

3.3 Prohibited Activities. Except as allowed in these Terms, Client may not modify, rent, sublease, sublicense, assign, use as a service bureau, copy, lend, adapt, translate, sell, distribute, disclose, create any derivative works based upon, decompile, reverse assemble, reverse engineer or otherwise attempt to

derive the source code from, the Services or any Vendor intellectual property incorporated or embodied therein. Client will not alter or remove any copyright notices or other proprietary notices on or in the Services. Client will use the Services only in compliance with Vendor's Acceptable Use policies as found on www.audienceview.com, as reasonably amended from time to time.

3.4 Termination/Suspension of Services. Vendor reserves the right to suspend, terminate or limit performance of, and Client's access to, the Services at any time in the event: (a) that Vendor determines, in its reasonable discretion, that the Services are being used by Client in an unauthorized or fraudulent manner or in material violation of these Terms, (b) that Vendor, in its reasonable discretion, determines that any Client Data violates these Terms, (c) that any undisputed Vendor invoice is more than thirty (30) days overdue, or (d) of a denial of service attack or any other security or other disaster which impacts the Services or the security of the Client Data or other content stored with the Services. Vendor 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. Vendor will not be liable for any damages, liabilities or losses as a result of any such suspension, limitation or termination of the Services in accordance with this Section.

4. OWNERSHIP AND CONFIDENTIALITY

4.1 Ownership of Client Data. Client exclusively owns all rights, title and interest in and to Client Data. Solely for the purpose of Vendor performing its obligations under these Terms, Client grants to Vendor a non-exclusive limited licence to access, use, modify, retain and dispose of Client Data, and consents to Vendor's transfer of Client Data to Vendor's third party data processing vendors, in each case in accordance with applicable law. Vendor may aggregate and anonymize Client Data with other aggregated and anonymized data. Accordingly, aggregated and anonymized data is not Client Data, and Vendor may use such data in its discretion, in accordance with applicable laws.

4.2 Licence of Client Trade-marks. Solely as required for Vendor to provide the Services during the Term, Client grants to Vendor a limited, personal, non-sub-licensable licence to use and display Client's trade name, trade-marks and logos (e.g. posting Client's trade-marks on Client's instance of the Services). Publicity materials involving the Customer/Client's logo/branding shall use identity standards as found at <https://www.jmu.edu/identity/index.shtml>.

4.3 Ownership of Services. Vendor retains all right, title and interest in and to all intellectual and proprietary rights with respect to the Services, together with any and all software and other technology that enables the provision of such Services, and all documentation, materials, user guides, manuals, release notes and any training materials and other deliverables provided by Vendor under these Terms, and any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Client or its users relating to the Services.

4.4 Confidentiality. "**Confidential Information**" means any and all non-public information and materials disclosed by one party

to the other party (which may include any materials Vendor provided as part of a proposal), whether in writing, orally or visually, and whether or not marked as confidential, that a reasonable person would regard as confidential, which includes all Client Data. Confidential Information will not include information which: (a) is or becomes part of the public domain, other than by wrongful act of the receiving party; (b) at the time when it is disclosed or access is granted to the other party, is known to the other party free of any restrictions; (c) is independently developed by the other party through individuals who have not had either direct or indirect access to the disclosing party's Confidential Information; or (d) is disclosed without any restrictions to the other party by a third party who has a right to make such disclosure to any person. Each party will: (i) use the other party's Confidential Information only in accordance with these Terms and only for the purpose of fulfilling its obligations and exercising its rights under these Terms; (ii) at a minimum, use a reasonable degree of care to protect the other party's Confidential Information (which will not be less than receiving party uses to protect its own Confidential Information); (iii) maintain the other party's Confidential Information in strict confidence, and (iv) except as required by applicable law, not disclose the other party's Confidential Information to any third parties. Each party acknowledges that the Confidential Information of the other party is of value to the other party or to its suppliers and that any unauthorized copying, use, disclosure, access or disposition of that Confidential Information may cause irreparable injury to the other party. Consequently, each party agrees that in addition to any other remedies that the other party may have with respect to any unauthorized use or disclosure of its

Confidential Information, the other party will be entitled to seek injunctive and other equitable relief, as a matter of right. The receiving party may disclose the other party's Confidential Information as required by law or court order provided: (1) where legally permissible the receiving party promptly notifies the other party in writing of the requirement for disclosure; and (2) discloses only as much of the Confidential Information as is required by such law or court order. The party receiving Confidential Information of the other party will ensure that Confidential Information is disclosed only to its employees or consultants with a bona fide need to know and who are under binding written obligations of confidentiality with receiving party to protect the other party's Confidential Information substantially in accordance with the terms of these Terms.

In the event that Client is subject to an Open Records Act (or similar legislation) with which it must comply by law (an "**ORA**") and Client receives any request for information under the ORA or otherwise in relation to this Agreement or Vendor, if permitted by the ORA, Client will make reasonable efforts to promptly notify Vendor with details of the information requested to allow Vendor the opportunity to promptly and legally object to the requested disclosure in respect of proprietary or other commercially sensitive information.

4.5 Obligation on Termination. Upon termination of an Order Form and at the written request of the disclosing party, the other party will, upon election of the disclosing party, either (i) make available through the Services or return, as applicable, all originals and copies of Confidential Information received from the disclosing party within thirty (30) days of the receipt of such

request, or (ii) destroy all originals and copies of Confidential Information received from the disclosing party and provide written confirmation of such destruction within thirty (30) days of receipt of such request. Nothing in this Section will require a party to return or destroy any documents and materials that such party is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject, or for its own internal compliance or auditing procedures. The confidentiality obligations will continue to apply to any documents and materials retained pursuant to this Section.

5. WARRANTIES AND LIMITATIONS

5.1 Vendor Warranties. Vendor represents and warrants that: (i) the Services will perform in all material respects in accordance with the services description website and these Terms; and (ii) it will implement appropriate technical, administrative and physical measures to secure its systems and Client Data, including maintaining certification of its compliance with the current Payment Card Industry Data Security Standards (“**PCI DSS**”). For breach of (i) above, upon notification to Vendor in writing of the nature of nonperformance, Client’s initial remedy will be Vendor’s commercially reasonable efforts to promptly repair the nonconforming Services or to re-perform the non-performing Services without charge. Where applicable to Client Data, Vendor acknowledges that for the purposes of the Order Form and these Terms, it is designated as a “school official” with a “legitimate educational interest” in the education records of Client’s students, as those terms have been defined under the *Family Educational Rights and Privacy Act* and its implementing regulations (collectively “**FERPA**”). Vendor agrees to abide by the limitations and requirements imposed by FERPA and will not use Client Data governed by FERPA other than for the purposes of fulfilling its duties under the Agreement.

Vendor makes no other representations, warranties or conditions with respect to the Services, or any materials or other deliverables provided by Vendor, whether express or implied, including any implied warranties or conditions of merchantability, fitness for a particular purpose or noninfringement. Vendor is not responsible for errors, bugs or other problems caused by hardware or software not provided by Vendor. While Vendor is responsible for its PCI DSS obligations, the Services and Client Data stored through use of the Services may be susceptible to intrusion, attack or computer virus infection that are beyond the Vendor’s control.

5.2 Client Warranties. Client represents to Vendor that: (i) the materials provided by Client to Vendor (including Client Data and Client’s websites) will not be unlawful or infringe a third party intellectual property right; (ii) the sale of tickets, promotion, production, management and presentation of Client’s events (and any other event for which the Services are used), and the postponement or cancellation thereof, will not violate any applicable laws; and (iii) Client will not release any information or data related to any purchaser or prospective purchaser of any ticket (or other unit) in violation of any applicable laws.

5.3 Limitation of Liability. Other than for breaches of Section 2 (Fees and Payment) and Section 4 (Ownership and Confidentiality), neither party will be liable to the other party, for: loss, damage or corruption of data which is caused by the other party or the other party’s employees; lost revenues or profits; or any indirect, punitive, incidental, special or consequential damages or loss of use. This limitation will apply whether or not the loss or damage was foreseeable or the defaulting party was advised of the possibility of such loss or damage. Other than for: (a) death or personal injury caused by the negligence of such party, its officers, employees, contractors or agents, (b) any liability which may not be excluded by applicable law, and (c) intellectual property claims indemnifiable pursuant to Section 6.1; in no event will the total cumulative liability of Vendor for any and all claims arising out of or relating to these Terms or the Services, exceed the amounts actually paid by Client to Vendor in the twelve (12) months preceding the date of the applicable claim (or if the applicable claim occurs during the first twelve (12) months of the initial term, the amount payable by Client to Vendor for the initial twelve (12) months of the Term). The existence of more than one claim under these Terms will not enlarge or extend the foregoing limitation. The foregoing provisions set out in this Section will apply regardless of the form or cause of action (including without limitation, contract, tort or negligence).

6. INDEMNIFICATION

6.1 Intellectual Property Indemnification. Vendor agrees to indemnify, defend, and hold harmless Client and its directors, trustees, officers, and employees from and against any and all claims, suits, losses, damages and expenses (including reasonable legal fees and expenses) incurred in connection with any third party claims, demands and other liabilities asserted against any of them, which directly relate to or directly arise out of the violation or infringement of any Canadian, United States or United Kingdom copyright, patent, trade-mark or trade secret by Client’s authorized use of the Services; provided that Client: (a) gives Vendor prompt written notice of any such claim; (b) gives Vendor all reasonable cooperation, information and assistance to handle the defence or settlement; and (c) except to the extent required by law, makes no admission regarding any such claim without Vendor’s prior written consent. Any legal counsel selected by Vendor to defend Client must be reasonably satisfactory to Client. Vendor will not settle or resolve any portion of any such claim or lawsuit that obligates Client to take any action or incur any expense without Client’s prior written approval. Client will at all times have the right, at its own cost, to direct the defense of, and to accept or reject any offer to compromise or settle, any lawsuit, claim, demand or liability asserted against the Client. Notwithstanding the foregoing, Vendor will not be liable under this Section to the extent such claim was caused by the negligence or willful misconduct of Client.

6.2 Right to Procure or Substitute. Should the Services or any part thereof become, or in Vendor’s reasonable opinion, are likely to become, the subject of a claim for infringement against which Vendor is liable to indemnify Client under these Terms, then Vendor may, at its sole option and expense: (a) procure for Client the right to use and access the infringing or potentially infringing item(s) of the Services free of any liability for infringement; or (b) replace or modify the infringing or potentially infringing item(s) of the Services with a noninfringing

substitute of equal overall quality and functionality of the replaced system. If (a) and (b) are not reasonably available in Vendor's reasonable opinion, after Vendor has used commercially reasonable efforts to achieve both (a) and (b), Vendor may terminate these Terms and any Order Form(s), in which case Client will receive a pro rata refund of any prepaid unused Service Fees.

6.3 Client Indemnification. Client will indemnify, defend and hold harmless Vendor, its affiliates and their respective directors, officers and employees from and against any and all claims, suits, losses, damages and expenses (including reasonable legal fees and expenses) incurred in connection with any third party claims, demands and other liabilities asserted against any of them, which directly relate to or directly arise out of any materials provided by Client to Vendor (including Client Data) and/or the promotion, production, management, presentation, postponement or cancellation of any event (including any claims by any of Client's customers, contractors, service suppliers or other similar parties that are related to the these Terms (other than to the extent that the claim was the direct result of Vendor's breach of these Terms); provided that Vendor: (a) gives Client prompt written notice of any such claim; (b) gives Client all reasonable co-operation, information and assistance to handle the defence or settlement; and (c) except to the extent required by law, makes no admission regarding any such claim without Client's prior written consent. Any legal counsel selected by Client to defend Vendor must be reasonably satisfactory to Vendor. Client will not settle or resolve any portion of any such claim or lawsuit that obligates Vendor to take any action or incur any expense without Vendor's prior written approval. Vendor will at all times have the right, at its own cost, to direct the defense of, and to accept or reject any offer to compromise or settle, any lawsuit, claim, demand or liability asserted against the Vendor. Notwithstanding the foregoing, Client will not be liable under this section to the extent such claim was caused by the negligence or willful misconduct of Vendor.

If Client is identified on an Order Form as a government related entity, and as a result Client is prohibited under applicable law from providing indemnities, this Client indemnification does not apply as a matter of law and as such will be deemed "Intentionally deleted".

7. TERM AND TERMINATION

7.1 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**".

7.2 Termination for Insolvency or Material Breach. Either party may terminate any Order Form (which includes these Terms) 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 these Terms that is reasonably susceptible to cure

and is not cured or addressed to the satisfaction of the nondefaulting 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 these Terms that is not reasonably susceptible of being cured. If termination is due to Vendor's material breach, Client will receive a pro rata refund of any prepaid unused Service Fees.

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8. GENERAL

8.1 Notices. Any notice given pursuant to these Terms 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 prepaid to Client's address set out on the Order Form and to Vendor 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.

8.2 Entire Agreement. These Terms, which includes the attached Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form, and the JMU IT Services Addendum both which shall govern in the event of conflict, take effect upon signing of the Order Form and constitute 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 (including any previously entered into Services Agreement, or Software License Agreement (or similarly titled agreement) with Vendor and/or its affiliates). Notwithstanding the forgoing, where Client is migrating from one of Vendor's alternate services, or its affiliate's services (the "**Former Services**"), to the Services set out on the Order Form, Client's agreement for the Former Services terminates on the start of the Initial Term.

8.3 Variations. These Terms may be changed only by mutual written agreement.

8.4 Severance. Should any provision of these Terms 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.

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

8.6 Waiver. No part of these Terms: (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.

8.7 Assignment. Neither party will assign or otherwise transfer any rights or obligations under these Terms without the other party’s written consent, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Vendor may assign or subcontract these Terms (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. Vendor will remain responsible for the actions or omissions of such subcontracting. Subject to the foregoing, these Terms will be binding on, will inure to the benefit of, and will be enforceable against the parties and their respective successors and assigns.

8.8 Independent Contractors. The relationship between the parties is that of independent contractors. These Terms 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.

8.9 Governing Law. These Terms and any disputes or claims arising out of or in connection with them or their 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, these Terms, their 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, these Terms and any disputes or claims arising out of or in connection with them or their 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.

8.10 Media. Unless Client has otherwise notified Vendor in writing, Vendor may list Client as a client (and use its name and logo) in its standard sales and marketing materials and website. Otherwise, neither party will issue any public notice or press release, or otherwise make use of its association with the other party or these Terms, without the prior written consent of the other party, such consent not to be unreasonably withheld.

8.11 Third Party Rights. Unless required under applicable law, a person who is not a party to an Order Form will not have any rights to enforce these Terms.

8.12 Force Majeure. Neither party will be liable for any failure or delay in its performance under these Terms 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 Services are provided.

8.13 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 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.

8.14 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.

8.15 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.

8.16 Survival. Those sections which by their nature should survive the termination or expiration of these Terms will survive termination or expiration, including Sections 2, 4, 5.3, 6, 7.3 and 8.

Last Updated: September 21, 2022

**COMMONWEALTH OF VIRGINIA AGENCY
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM**

AGENCY NAME: James Madison University

CONTRACTOR NAME: AudienceView

DATE: 3/2/2025

The Commonwealth and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor, This addendum, duly executed by the parties, is attached to and hereby made a part of the contract. In the event that the Contractor enters into terms of use agreements or other agreements of understanding with University employees and students (whether electronic, click-through, verbal, or in writing), the terms and conditions of this Agreement shall prevail.

The Contractor represents and warrants that it is a(n) // individual proprietorship // association // partnership // corporation // governmental agency or authority authorized to do in Virginia the business provided for in this contract. **(Check the appropriate box.)**

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed Purchase Order Amounts; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to James Madison University. The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the Commonwealth.

The Contractor's form contract is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following paragraphs 1 through 18 shall have any effect or be enforceable against the Commonwealth:

1. **Requiring the Commonwealth to maintain any type of insurance either for the Commonwealth's benefit or for the contractor's benefit;**
2. **Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;**
3. **Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;**
4. **Requiring the Commonwealth to defend, indemnify or to hold harmless the Contractor for any act or omission;**
5. **Imposing interest charges contrary to that specified by the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment;**
6. **Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;**
7. **Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;**
8. **Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Commonwealth before the contract is considered in effect;**

9. **Delaying the acceptance of this contract or its effective date beyond the date of execution;**
10. **Limiting or adding to the time period within which claims can be made or actions can be brought;**
11. **Limiting the liability of the Contractor for property damage or personal injury; The parties agree that this clause does not extend the Contractor's liability beyond its own acts or those of its agents/employees;**
12. **Permitting unilateral modification of this contract by the Contractor;**
13. **Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;**
14. **Obligating the Commonwealth to pay costs of collection or attorney's fees;**
15. **Granting the Contractor a security interest in property of the Commonwealth;**
16. **Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth.**
17. **Requiring the “confidentiality” of the agreement, in whole or part, without (i) invoking the protection of Section 2.2-4342F of the Code of Virginia in writing prior to signing the agreement (ii) identifying the data or other materials to be protected, and (iii) stating the reasons why protection is necessary.**
18. **Requiring the Commonwealth to reimburse for travel and living expenses in excess of the agency policy located at <https://www.jmu.edu/financemanual/procedures/4215mie.shtml>**

This contract may be renewed annually by the Commonwealth after the expiration of the initial term under the terms and conditions of the original contract except as noted herein. If the Commonwealth elects to exercise the option to renew the contract for an additional renewal period, the contract price(s) for the succeeding renewal period shall not exceed the contract price(s) of the previous contract term increased/decreased by no more than the percentage increase/decrease of the “Other Services” category of the CPI-W of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the “Technology”) shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this agreement:

- (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- (ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;
- (iii) Nonvisual Access Technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- (iv) the Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia.

This contract has been reviewed by staff of the agency. Its substantive terms are appropriate to the needs of the agency and sufficient funds have been allocated for its performance by the agency. This contract is subject to appropriations by the Virginia General Assembly.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

AGENCY by 
(signature)

CONTRACTOR by 
(signature)

Title Lead Commodity Contract Officer & PM

Title Chief Financial Officer

Printed Name Colleen Johnson

Printed Name Gord Dyer

4/15/2026

James Madison University
Information Technology Services Addendum

CONTRACTOR NAME: AudienceView Ticketing Corporation

PRODUCT/SOLUTION: Ticketing Platform

Definitions:

- **Agreement:** The “Agreement” includes the contract, this addendum and any additional addenda and attachments to the contract, including the Contractor’s Form.
- **University:** “University” or “the University” means James Madison University, its trustees, officers and employees.
- **University Data:** “University Data” is defined as any data provided by the University or its customers that the Contractor creates, obtains, accesses, transmits, maintains, uses, processes, stores or disposes of in performance of the Agreement. It includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites.
- **Personally Identifiable Information:** “Personally Identifiable Information” (PII) includes but is not limited to: Any information that directly relates to an individual and is reasonably likely to enable identification of that individual or information that is defined as PII and subject to protection by James Madison University under federal or Commonwealth of Virginia law.
- **Security Breach:** “Security Breach” means a security-relevant event in which the security of a system or procedure involving University Data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- **Service(s):** “Service” or “Services” means any goods or services acquired by the University from the Contractor.

1. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Agreement solely for the purpose of performing its obligations thereunder. The Agreement does not give a party any rights, implied or otherwise, to the other’s data, content, or intellectual property.
2. **Disclosure:** All goods, products, materials, documents, reports, writings, video images, photographs, or papers of any nature including software or computer images prepared or provided to the Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
3. **Data Privacy:**
 - a. Contractor will use University Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by law.
 - b. University Data will not be stored outside the United States without prior written consent from the University.
 - c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under the Agreement. The Contractor will ensure that the Contractor’s employees, and subcontractors when applicable, who perform work under the Agreement have received appropriate instruction as to how to comply with the data protection provisions of the Agreement and have agreed to confidentiality obligations at least as restrictive as those contained in this Addendum.
 - i. If the Contractor will have access to the records protected by the Family Educational Rights and Privacy Act (FERPA), Contractor acknowledges that for the purposes of the Agreement it will be designated as a “school official” with “legitimate educational

interests” in such records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use such records only for the purpose of fulfilling its duties under the Agreement for University’s and its End Users’ benefit, and will not share such data with or disclose it to any third party except as required by law or authorized in writing by the University. Contractor acknowledges that its access to such records is limited to only those directly related to and necessary for the completion of Contractor’s duties under the Agreement.

- d. Subject to the limitation of liability provision in the Agreement, the Contractor shall be responsible and liable for the acts and omissions of its subcontractors, including but not limited to third-party cloud hosting providers, and shall assure compliance with the requirements of the Agreement.

4. Data Security:

- a. Contractor will store and process University Data using appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
- b. Contractor will store and process University Data in a secure hosting site and upon written request will provide the hosting providers SOC 2 or other security report deemed sufficient by the University from a third-party reviewer along with annual updated security reports. If the Contractor is using a third-party cloud hosting company such as AWS, Rackspace, etc., the Contractor will obtain the security audit report from its hosting company and give the results to the University. The University should not have to request the report directly from the hosting company.
- c. Contractor will use industry-standards and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring, and third-party penetration testing in providing services under the Agreement.
- d. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at AES 256 or stronger.

5. Data Authenticity, Integrity and Availability:

- a. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is “preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic records as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.”
- b. Contractor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and/or to the most current backup available.
- c. Contractor will maintain an uptime of 99.9% or greater as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations, excluding regularly scheduled maintenance time.

6. Employee Background Checks and Qualifications:

- a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Agreement including but not limited to all terms relating to data and intellectual property protection.
- b. If the Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial

or business data, the Contractor shall perform its standard background checks consisting of seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes

7. Security Breach:

- a. Response: Within 48 hours upon becoming aware of a Security Breach Contractor will notify the University ISO at (ISO@imu.edu), fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law or as may be necessary to obtain legal advise or inform its insurers, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. Liability: Vendor maintains commercially reasonable insurance for cybersecurity breaches, consistent with industry standards, intended to cover risks associated with unauthorized access to or disclosure of confidential information (credit card data), subject to the terms, conditions, and limits of such insurance OR to the extent arising from Vendor's acts or omissions and subject to the terms, conditions, and limits of such insurance.

8. Requests for Data, Response to Legal Orders or Demands for Data:

- a. Except as otherwise expressly prohibited by law, Contractor will:
 - i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
 - ii. consult with the University regarding its response;
 - iii. cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - iv. Upon the University's request, provide the University with a copy of its response.
- b. Contractor will make itself and any employees, contractors, or agents assisting in the performance of its obligations under the Agreement, available to the University at no cost to the University based upon claimed violation of any laws relating to security and\or privacy of the data that arises out of the Agreement. This shall include any data preservation or eDiscovery required by the University.
- c. The University may request and obtain access to University Data and related logs at any time for any reason and at no extra cost.

9. Data Transfer Upon Termination or Expiration:

- a. Contractor's obligations to protect University Data shall survive termination of the Agreement until all University Data has been returned or securely destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
- b. Upon termination or expiration of the Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 60 days of termination of the Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
- c. In the event that the University requests destruction of its data, Contractor agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University.
- d. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and

providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Contractor will also provide, as applicable, a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new service, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

10. **Audits:**

- a. The University reserves the right in its sole discretion to perform audits of the Contractor to ensure compliance with the terms of the Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Contractor must under the Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct or have conducted at least annually a(n):
 - i. Contractor shall submit such documentation for any third-party cloud hosting provider(s) they may use (e.g. AWS, Rackspace, Azure, etc.) and for all subservice providers or business partners relevant to the Agreement. Contractor shall also provide James Madison University with a designated point of contact for the SOC reports and risks related to the contract. This person shall address issues raised in the SOC reports of the Contractor and its relevant providers and partners, and respond to any follow up questions posed by the University in relation to technology systems, infrastructure, or information security concerns related to the contract.
 - ii. vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement; and
 - iii. formal penetration test performed by qualified personnel of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement.
- c. Additionally, Contractor will provide the University upon request summary results of its audits and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Agreement.

11. **Compliance:**

- a. Contractor will comply with all applicable laws in performing services under the Agreement. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
- b. Intentionally Blank.

12. **No End User Agreements:** Any agreements or understandings, whether electronic, click through, verbal or in writing, between Contractor and University employees or other end users under the Agreement that conflict with the terms of the Agreement, including but not limited to this Addendum, shall not be valid or binding on the University or any such end users.


[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this addendum to be duly executed, intending thereby to be legally bound. In the event of conflict or inconsistency between terms of the Agreement and this Addendum, the terms of this Addendum shall prevail.

JAMES MADISON UNIVERSITY

CONTRACTOR

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Colleen Johnson

PRINTED NAME: Gord Dyer

TITLE: Lead Commodity Contract Officer & PM

TITLE: Chief Financial Officer

DATE: 4/15/2026

DATE: 4/15/2026