

MASTER SOFTWARE AND SERVICES AGREEMENT

This MASTER SOFTWARE AND SERVICES AGREEMENT (this "Agreement") shall be effective as of July 1, 2023 (the "Effective Date") by and between Paciolan, LLC with a principal place of business at 5291 California Avenue, Suite 100, Irvine, CA 92617 ("Paciolan") and Marshall University Athletics with a principal place of business at One John Marshall Drive, Huntington, WV 25755 ("Customer"). This Agreement, upon the Effective Date, shall restate, supersede and replace that certain Master System Purchase and Software License Agreement effective July 1, 2019, as amended and supplemented from time to time ("Original Agreement"), by and between Paciolan and Customer.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have their respective meanings indicated below:

(A) **Documentation:** Any operating, training and reference manuals, including updates thereto, relating to the use of the Paciolan Software supplied by Paciolan pursuant to this Agreement.

(B) **Event:** A concert, sporting, entertainment or other act or event of any kind or nature whatsoever to be held at the Facility by Customer. Events sponsored by the Marshall Artist Series are excluded from the requirements of this Agreement.

(C) **Facility (ies):** Any venues owned, controlled, operated or managed by Customer or where Customer otherwise controls the rights or has the authority to sell tickets to any event, including, but not limited to the venue(s) located at Customer's campus and their successor venues, provided that Facility does not include the Keith Albee Theatre or the Joan C. Edward Performing Arts Center.

(D) **Hardware:** All of that certain computer hardware, communications equipment, terminals and devices provided to Customer herein and which is listed in the Hardware Section of the Investment Addendum or otherwise supplied by Paciolan during the Term.

(E) **Investment Addendum:** The Hardware, Software, Professional Services, subscription services, Support Services, terms, conditions, fees and pricing set forth in Exhibit B, as may be amended and supplemented from time to time.

(F) **Paciolan Software:** The proprietary software of Paciolan set forth in the Investment Addendum, including any updates, modifications, or customizations.

(G) **Professional Services:** The professional services to be provided by Paciolan, if any, set forth in the Investment Addendum, or otherwise provided by Paciolan pursuant to this Agreement.

(H) **Sellable Capacity:** means the admission capacity of the Facility for any particular Event.

(I) **Software:** Paciolan Software and Third Party Software.

(J) **Support Services:** The Software maintenance and support services made available to Customer by Paciolan in

accordance with the terms set forth in the applicable Service Policies, in accordance with this Agreement.

(K) **System:** The data processing system consisting of the hosting subscription services, Hardware and Software licensed and/or provided to Customer.

(L) **Ticket:** A printed, electronic or other type of evidence of the right to occupy space at or to enter or attend a Event even if not evidenced by any physical manifestation of such right, such as a digital ticket, including, without limitation, tickets distributed via print-at-home technology or via mobile technology.

(M) **Third Party Software:** The software that is licensed or distributed by Paciolan to Customer that is not owned by Paciolan and is set forth hereto in the Investment Addendum or otherwise licensed to Customer pursuant to this Agreement.

2. **Term and Termination.**

(A) **Term.** The term of this Agreement shall begin on the Effective Date and continue until June 30, 2028 ("Initial Term") and may be renewed for subsequent periods (each a "Renewal Term") upon mutual written agreement. The Initial Term, together with any Renewal Terms, is referred to herein as the "Term".

(B) **Termination.** This Agreement may be terminated by either party in the event of any material breach of the terms and conditions of this Agreement by the other party, after the other party has received written notice of the breach, has been allowed thirty (30) business days to cure such breach, and has failed to cure such breach; or the filing of any voluntary or involuntary petition against the other party under the bankruptcy or insolvency laws of any applicable jurisdiction, which petition is not dismissed within sixty (60) days of filing, or upon any appointment of a receiver for all or any portion of the other party's business, or any assignment of all or substantially all of the assets of such other party for the benefit of creditors.

(C) **Effects of Termination.** Notwithstanding anything to the contrary in this Agreement, any termination of this Agreement shall not relieve either party hereto of any of its obligations or liabilities accrued hereunder prior to such termination, including, but not limited to, accrued fees. Any and all provisions in this Agreement which would reasonably be expected to survive termination or expiration of this Agreement shall survive and be enforceable after such termination or expiration, including

without limitation provisions relating to confidentiality, ownership, limitations of liability, audit rights, and effects of termination.

3. License Grant.

(A) Grant. During the Term, Paciolan hereby grants to Customer, and Customer hereby accepts from Paciolan, a non-exclusive and non-transferable license to use the Software as a service in order to use the System for internal business purposes and for purposes of selling Tickets and related items only, subject to the number of users and other restrictions, if any identified on the Investment Addendum, for the license fees set forth on the Investment Addendum. Software not provided as a subscription service will be provided in object code only. The Software shall be used only for the processing of transactions in connection with Customer's own business, unless otherwise expressly authorized under this Agreement. Customer shall comply with and conform to all federal, state, municipal and other laws, ordinances and regulations in any way relating to the use of the System.

(B) Restrictions. Except as expressly permitted herein, Customer shall limit the use of the System to its employees who have appropriately familiarized themselves with the Software. Customer may authorize its third party contractors to use the System on Customer's behalf, provided that Customer shall be responsible and liable for such third party contractors' compliance with, and breach of, the terms and conditions of this Agreement applicable to such use. Customer shall not: (a) permit any third party to use the Software, unless expressly permitted under this Agreement, (b) use the Software in conjunction with any ticket distribution company and/or software, other than Paciolan's software or products; (c) disassemble, re-manufacture, re-configure, enhance, modify, create derivative works, decompile or reverse engineer the Software in any way, or merge the Software into any other program for any purpose; or (d) transfer, license or sub-license, assign, rent, sell, grant or otherwise make available the Software, or any rights therein or copies or derivatives thereof, unless expressly authorized by Paciolan under this Agreement.

(C) Ownership. All rights, title and interest to the Software, including but not limited to, the intellectual property rights therein, the Documentation, enhancements, conversions, upgrades, updates, enhancements, customizations, integrations, additions, modifications thereto, information contained therein, and any information, methods, formulae, techniques, processes, systems and programs devised, produced or supplied by Paciolan, in connection with this Agreement or otherwise (hereafter "Proprietary Information") will remain the sole and exclusive property of Paciolan or its licensors, and Customer shall have no right, title or interest therein or thereto except as a licensed user pursuant to the terms of this Agreement.

(D) Exclusive Use. Customer agrees to use the Paciolan Software and System, during the Term, as its exclusive source for primary and secondary ticketing for all Events at all Facilities by Customer or any third party affiliate, via any and all currently existing or future means and methods of distribution (e.g. telephone, internet, online and offline distribution methods, computer, outlets, interactive television, clubs, auctions, member

packages, promotions, etc.), including, but not limited to, (i) selling, reselling or distributing all Tickets, including applications for selling, reselling or distributing Tickets, to the Sellable Capacity for every Event, (ii) supporting the sale, resale and distribution of Tickets to all such Events, and (iii) tracking and authenticating Tickets sold or otherwise distributed to all such Events. Customer shall ensure that the entire Sellable Capacity for every Event shall be made available for distribution on the System. Customer shall not directly or indirectly advertise, promote, market, endorse or sponsor any third party that promotes, engages in or facilitates the sale, resale, distribution or issuance of tickets or otherwise engages in primary or secondary ticketing. For the avoidance of doubt, Customer shall use the System for free or comp events.

4. Customer Trademarks. Paciolan shall have the right and license to utilize and display Customer names, logos, brand marks (collectively, "Customer Marks") and other Customer content ("Customer Content") to the extent necessary to include such Customer Marks and Customer Content for purposes of this Agreement. All such proposed uses by Paciolan of the Customer Marks and Customer Content are subject to Customer's prior written approval. Paciolan specifically acknowledges that the Customer Marks and Customer Content and all rights therein or thereto belong exclusively to Customer and that the Agreement, other than as specifically provided for herein, does not confer upon Paciolan any other rights or interest in the Customer Marks or Customer Content.

5. Venue. Paciolan will create and maintain at a location of its choosing, Customer-branded website (the "Site"), that will provide to Customer the functions reasonably required for Customer to transact to the public its Tickets and other items contemplated by this Agreement. Each page of the Site may include an attribution to Paciolan as follows: "Powered by Paciolan", which may be modified by Paciolan, with written approval (including email) of Customer, which shall not be unreasonably withheld, conditioned or delayed.

6. Hardware. Paciolan shall provide to Customer the Hardware listed on the Investment Addendum. The Hardware to be used at a Facility, as mutually determined by Paciolan and Customer, shall be delivered to such Facility prior to the first Event at such Facility during which the Hardware will be used. All rights, title and ownership to such Hardware shall transfer to Customer upon delivery of the Hardware. In the event of loss or damage of any kind to any Hardware, Customer, at its sole option, shall within thirty (30) days after such loss or damage replace the Hardware with the same or similar property, in good repair, condition and working order to the satisfaction of configurations approved by Paciolan. Paciolan passes through to Customer, to the extent permitted, all applicable warranties with respect to the Hardware made available by the Hardware manufacturer. To the extent any third party software embedded in the Hardware is subject to an end user license or other applicable license terms of the owner of such third party software, then the use of such third party software by Customer shall be subject to such licenses.

7. Third Party Software. To the extent any Third Party Software is subject to an end user license or other applicable

license terms of the owner of such Third Party Software, then the use of such Third Party Software shall be subject to such licenses.

8. Fees and Payment Terms.

(A) Fees. Customer agrees to pay Paciolan the fees set forth on the Investment Addendum in accordance with the terms set forth in the Investment Addendum and this Agreement. Use of any new features and/or functionality of the System made available to Customer during the Term may be subject to additional fees, which fees shall be communicated to Customer.

(B) Invoices and Payment Terms. Invoices are due and payable by Customer within thirty (30) days from date of the invoice. Invoices may be transmitted via email.

(C) Separately Billable Items. Subject to advance written approval of Customer, which may be via email, Customer shall reimburse Paciolan for reasonable travel, meals, lodging, brokerage fees, customs fees and other business expenses incurred by Paciolan personnel in the performance of this Agreement and Customer shall have the right to require Paciolan to supply reasonable documentation supporting the incurrence of such expenses.

(D) Taxes. Customer shall, in addition to the other amounts payable under this Agreement, pay any and all goods and services (if applicable), sales, use, entertainment, amusement and other taxes, federal, state, local, provincial or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, including, but not limited to, the sale of each Ticket (or other item) or Hardware covered by this Agreement, excluding taxes on Paciolan's income. Customers that are tax exempt must provide a certificate of tax exemption or other applicable documentation.

(E) Digital Marketing Services. Customer shall purchase a minimum of \$5,000 of Paciolan's digital marketing services per collegiate year (July 1,-June 30) pursuant to separate order forms and/or agreements.

(F) Sidearm SDK. Paciolan shall be responsible for any fees applicable to Customer's use of Sidearm's mobile application SDK pursuant to a separate agreement between Customer and Sidearm.

(G) Professional Services. Subject to, and conditioned upon, Customer's athletic teams playing full regular seasons during the applicable year, whereby each Event during such full seasons is open to the public at full capacity for attendance, Paciolan shall provide Customer with forty (40) hours of Professional Services for the collegiate year ending on June 30, 2024 pursuant to a separate signed Statement of Work, which hours shall expire at the end of such collegiate year and will not carryover to the subsequent collegiate year (i.e. "use it or lose it").

9. Confidentiality. The parties acknowledge that by reason of their relationship hereunder, they may from time to time disclose information, whether oral or written, regarding their vendors, product roadmap, business, software, software technology,

intellectual property and other information (including without limitation, with respect to Paciolan, the Proprietary Information) that is confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"), which include, but not limited to, any Paciolan proposals, requests for proposals (RFPs) or bids, Software, Documentation and the terms of this Agreement. Any such information that a reasonable person would determine to be confidential given the type of information and/or the circumstances of disclosure shall be deemed Confidential Information hereunder. Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of the breach of the confidentiality obligations in this Agreement by the receiving party, (ii) is or has been independently acquired or developed by the receiving party without violating any of the confidentiality obligations in this Agreement, (iii) was within the receiving party's possession prior to it being furnished to the receiving party by or on behalf of the disclosing party, or (iv) is received from a source other than the disclosing party; provided that, in the case of (iii) and (iv) above, the source of such information was not known by the receiving party to be bound by a confidentiality obligation to the disclosing party or any other party with respect to such information. Each party agrees that it will keep the Confidential Information strictly confidential and will only use the Confidential Information of the other party as contemplated by the Agreement. Neither party shall disclose to any third party any Confidential Information revealed to it by the other party without the other party's prior written consent, except to the extent expressly permitted by this Agreement; provided, however, that the receiving party may disclose the Confidential Information, or any portion thereof, to its directors, affiliates, vendors, and legal and financial advisors, who are bound by obligations of confidentiality ("Representatives"). Each party shall be responsible for its Representatives' compliance with the confidentiality provisions in this Section with respect to the Confidential Information of the other party shared with such Representatives. Each party shall use the same degree of care it employs with respect to its own Confidential Information of like importance, which in no event shall be less than a reasonable degree of care, to avoid disclosure or use of the other party's Confidential Information. In the event that either party receives a request to disclose all or any part of the Confidential Information of the other party under the terms of a subpoena, document request (including, but not limited to, pursuant to applicable open records laws), notice of deposition or other legal or regulatory proceeding, such party receiving the request shall notify the other party pursuant to this Agreement below, within forty-eight (48) hours after receipt of such legal request. Each party agrees, as applicable, that any violation of Section 3 (License Grant) or Section 9 (Confidential Information) hereof, may result in irreparable harm to the non-breaching party and said non-breaching party may be entitled to seek injunctive relief, in any court having proper jurisdiction (notwithstanding anything herein to the contrary) without the necessity of proving actual damages, in addition to any other remedy that the non-breaching party may have.

10. Customer Data and Security Standards.

(A) Customer Data. Customer will monitor and update its data and information in the System to ensure accuracy for use by the System. Customer agrees to collect and use the information (including personally identifiable information) processed by the System in connection with Customer's use of the System (the "Customer Data") in accordance with all applicable laws and Customer's own posted privacy policies, which shall comply with all applicable laws, including but not limited to applicable local, state and federal privacy laws. In connection with Customer's use of the System, Customer shall conspicuously display a privacy policy on the Site that, at a minimum: (i) discloses Customer's privacy practices; (ii) identifies the collection and use of user data and information gathered in connection with the Site and user's use of the Site and System; and (iii) offers users an opportunity to opt out of (or opt-in, as and if required by applicable law) the collection or use of data and information gathered in connection with the Site and System. Customer represents and warrants that (a) it has obtained the requisite approvals, authorizations and/or consents necessary for the transmission, use, storage and processing of Customer Data as contemplated hereunder; (b) Customer, and Customer Data shall comply with all applicable laws, rules and/or regulations including, without limitation, laws relating to privacy and data security, with respect to its use of the Customer Data as contemplated hereunder. As between the parties, Customer is responsible for the content and legality of all Customer Data and will retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data and any modifications made thereto in the course of Customer's use of the System. Customer Data shall be the Confidential Information of Customer. Paciolan also requires that Customer, in compliance with all applicable laws, include, in any email communications that Customer may make based on the Customer Data, a mechanism to provide the recipient with the right to "opt-out" from receiving further communications from Customer and that Customer honor all opt-out preferences, whether received directly by Customer or indirectly through Paciolan. Customer shall indemnify, defend and hold harmless Paciolan for Customer's failure to perform any of its obligations under this Section.

(B) Data License. Customer hereby authorizes, and provides a license to, Paciolan to use Customer Data for purposes of performing under this Agreement, improving its products and services and developing best practices for the benefit of Customer and Paciolan's other customers, provided that such data may only be used by Paciolan for such product improvement and best practices purposes in aggregated and anonymous form (i.e. with personally identifiable information removed). For the avoidance of doubt, the authority and license granted herein shall survive any termination of this Agreement.

(C) PCI DSS. Paciolan will achieve and maintain Payment Card Industry Data Security Standard ("PCIDSS") compliance against the version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website. Upon Customer's written request, Paciolan will provide Customer with evidence of its compliance with PCI DSS. Paciolan acknowledges that Paciolan is responsible for implementing and maintaining reasonable

security measures in compliance with PCI DSS for the security of cardholder data that Paciolan stores, processes or transmits on behalf of Customer. In the event of a known breach, or otherwise unauthorized access to cardholder data stored at or for Paciolan on behalf of Customer, Paciolan shall immediately notify Customer, and provide Customer and its Qualified Security Assessors (QSAs) with reasonable access to Paciolan's applicable facilities, personnel and records to conduct a review of Paciolan's compliance with the PCIDSS requirements. Paciolan will not be liable for the disclosure, monitoring, loss, alteration or corruption of cardholder data or other customer data to the extent it results from Customer's failure to implement and enforce reasonable security measures, including but not limited to currently acceptable PCI DSS controls, to protect against the unauthorized use of facilities, computing devices, network access, and passwords.

11. Representations and Warranties.

(A) Paciolan warrants that the Paciolan Software will materially perform in accordance with the Documentation. If the Paciolan Software fails to materially perform in accordance with the Documentation, Paciolan's sole obligation under this warranty is to remedy such failure by repairing or replacing the Paciolan Software, in a manner consistent with Paciolan's regular business practices.

(B) THE ABOVE WARRANTY IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY PACIOLAN. PACIOLAN DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PACIOLAN DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT OPERATION OF THE SYSTEM WILL BE SECURE OR UNINTERRUPTED.

(C) Customer represents, warrants and covenants to Paciolan that: (i) this Agreement has been duly authorized, executed and delivered on behalf of Customer by its duly authorized representative and constitutes the legal, valid, and binding agreement of such party, enforceable in accordance with its terms; (ii) the entering into and performance of this Agreement will not violate any judgment, order, law, regulation or agreement applicable to Customer or violate the rights of any third party, or result in any breach of, constitute a default under any agreement to which such party is a party; and (iii) no agreement or understanding between Customer and any third party contains or shall contain any provision inconsistent with any provision, or the purpose or intent, of this Agreement.

12. Limitation of Liability. IN NO EVENT SHALL PACIOLAN BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES, LOST OR DESTROYED DATA, LOST TICKET OR ANY OTHER ECONOMIC LOSS, OF ANY TYPE OR NATURE, EVEN IF PACIOLAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER OCCASIONAL SHORT TERM INTERRUPTIONS OF SERVICE WHICH ARE NOT UNREASONABLE UNDER

COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND PACIOLAN'S REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST PACIOLAN HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER PACIOLAN IN DEFAULT UNDER THIS AGREEMENT. IN NO EVENT SHALL PACIOLAN'S LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF PAYMENTS PAID BY CUSTOMER TO PACIOLAN DURING THE TWELVE (12) MONTHS PRECEDING THE APPLICABLE CLAIM.

13. **Support Services.** Paciolan will supply Customer with the Support Services in accordance with Paciolan's support policies and procedures ("Service Policies"). If any provision of the Service Policies conflicts with the Agreement, then the Agreement shall prevail. The Support Services do not include assistance with integration to external Customer systems or custom reports specific to unique business operations.

14. **Services.** The delivery of all Professional Services, if any, and subscription services, if any, to Customer will be governed by this Agreement and the Investment Addendum or a Statement of Work. Acceptance of each applicable component of the System and the corresponding Professional Services, as applicable, by Customer will be deemed to have occurred as soon as such applicable component of the System is delivered and available for Customer use. Upon Customer's first use of the applicable component of the System, Customer shall provide Paciolan with a certificate of acceptance.

15. **Insurance.** Paciolan shall maintain insurance coverage as follows with the following limits: (A) Commercial General Liability (damage to rented premises, personal & advertising injury, products and completed operations coverages) - \$1,000,000 per occurrence/\$2,000,000 aggregate; (B) Automobile Liability for Any Auto - \$1,000,000 each accident; (C) Worker's Compensation - Statutory requirements and benefits; (D) Employers Liability - \$1,000,000 per occurrence/aggregate; (E) Professional Liability and Cyber Liability - \$2,000,000 per claim/aggregate.

16. **Miscellaneous.** Customer's execution of this Agreement indicates approval for Customer to be listed as a Paciolan client in monthly newsletters for distribution to event industry clients, in product boiler plate information, and in future releases about Paciolan products and services for distribution to trade and consumer media. At any time, Customer may, in its sole discretion, direct Paciolan to stop using Customer's name for the purposes listed in the preceding sentence by sending notice to Paciolan. Upon Paciolan's request, the parties shall issue a press release regarding the execution of this Agreement within thirty (30) days of the request, subject to the prior written approval of the parties, which shall not be unreasonably withheld, conditioned or delayed. Any notices required to be given under this Agreement must be sent to each party, in writing, at the address set forth in the opening paragraph of this Agreement or at such address as may be provided by each party in writing from time to time, by overnight courier with proof of delivery. Notices will be

deemed effective the day of delivery. Except for payment obligations set forth herein, neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, pandemic, epidemic, infectious disease and Internet disturbance) that was beyond the party's reasonable control. Failure to enforce any provision of this Agreement will not constitute a waiver. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture. Nothing in this Agreement will limit either party's ability to seek equitable relief. Any amendment (which may be in the form of an addendum) must be in writing and expressly state that it is amending this Agreement. The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns; provided, however, that this Agreement shall not be binding until executed by each of the parties. This Agreement may be executed in multiple counterparts which when taken together constitute a single instrument. This Agreement (including its Exhibits, which are incorporated herein by reference) constitutes the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous oral or written communications, proposals, agreements, and commitments. All purchase orders submitted by Customer shall be deemed to incorporate and be subject to the terms and conditions of this Agreement. Without the prior written consent of other party, neither party shall assign or transfer this Agreement, except in the event of an assignment by a party to any parent, subsidiary, affiliate or successor-in-interest (including, without limitation, a successor by virtue of an acquisition), in which event no such consent shall be required. Facsimile and electronic signatures shall be accepted as if the same were original signatures.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

PACIOLAN, LLC

Signature: *KB*
Kim Boren (Jun 30, 2023 14:07 PDT)
Name: Kim Boren
Title: CFO
Date: 06/30/2023

MARSHALL UNIVERSITY ATHLETICS

Signature: *Michelle Wheeler*
Michelle Wheeler (Jun 30, 2023 18:34 EDT)
Name: Michelle Wheeler
Title: Interim CPO/Director of Purch
Date: 06/30/2023

[SIGNATURE PAGE TO MASTER SOFTWARE AND SERVICES AGREEMENT]

EXHIBIT A: MARKETING AUTOMATION ADDENDUM

This Marketing Automation Addendum (“Addendum”) is incorporated by reference into the Agreement and sets forth certain terms and conditions applicable to the application services (“Application Services”) to be provided by Paciolan pursuant to this Addendum and the Investment Addendum. The Application Services may also be referred to as Third Party Software subscription services with specific reference to Paciolan’s applicable third party service provider and its corresponding product name. This Addendum shall be subject to the terms and conditions of the Agreement, including the Investment Addendum.

1. **Definitions.** “Rules, Regulations and Principles” means rules, regulations and principles promulgated by government entities, industry self regulatory organizations or industry overseers generally recognized in a jurisdiction in which Application Services are rendered with respect to the privacy, the distribution of email messages, and data protection, including, without limitation, the European Union General Data Protection Regulation (GDPR) , the United Kingdom Data Protection Act of 1998, the United States Children’s Online Privacy Protection Act (COPPA) , United State CAN-SPAM Act, any future regulation or guidelines that may be adopted by the Department of Commerce the Federal Trade Commission or other agency of the government of the United States with respect to privacy or data protection, Canada’s Anti-Spam Law (CASL), and the Self-Regulatory Principles of the Digital Advertising Alliance (“DAA”) and the Code of Conduct of the Network Advertising Initiative (“NAI”). “Customer Data” means all electronic data, content or information submitted by Customer to the Application Services or otherwise included in the messages. “Sensitive Personal Information” shall mean non-public sensitive personally identifiable information, including, without limitation, social security numbers, financial account numbers (i.e. credit card, checking account, savings account, etc.), medical, employment, or insurance numbers, and passport numbers.

2. **Use.** Customer may use the Application Services only in and for Customer’s own internal purposes and business operations contemplated herein and by the Investment Addendum. Customer may not use the Application Services as a service for any third party, unless expressly authorized herein. All rights, title and interest in the Application Services, are and will remain the sole and exclusive property of Paciolan or its applicable third party service provider(s). Paciolan’s applicable third party service provider shall be deemed a third party beneficiary under this Addendum and Customer shall be liable to Paciolan’s applicable third party service provider for any damages arising due to Customer’s breach hereof to the same extent as if Paciolan’s applicable third party service provider had been a signatory hereof. Customer shall not: (i) send via or store within the Application Services infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including that is harmful to children or violates third party privacy rights; (ii) send via the Application Services any unsolicited commercial or non-commercial communication; (iii) send via, upload to, or store within the Application Services any viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Application Services or the data contained therein; or (f) attempt to gain unauthorized access to the Application Services or its related systems or networks. Paciolan and/or Paciolan’s applicable third party service provider may immediately terminate or suspend the Application Services if Customer’s use is in violation of Rules, Regulations and Principles or if Customer’s use is materially and adversely impacting the Application Services. At no additional charge, Paciolan may transition Customer to services provided by a different third party that are similar to the Application Services under similar terms and conditions herein, but subject to such third party’s pass through terms and conditions. Customer acknowledges and agrees that Customer shall include a default footer to each email sent via the Application Services, in compliance with the Rules, Regulations and Principles.

3. **Customer Responsibilities.** Customer is responsible for all activity that occurs within Customer account(s). Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) prevent unauthorized access to, or use of, the Application Services, and notify Paciolan promptly of any such unauthorized access or use; and (c) comply with all applicable local, state, federal and foreign laws in using the Application Services, including without limitation the Rules, Regulations and Principles. Customer shall not upload to, or store within, the Application Services (and Customer Data shall not contain) any Sensitive Personal Information. Customer understands and acknowledge that: (i) Paciolan, in its reasonable discretion, may refuse to distribute any message content that Paciolan reasonably believes is defamatory, infringing, or otherwise unlawful; and (ii) Paciolan, in its reasonable discretion, may refuse to distribute any email to any recipient that Paciolan reasonably believes Customer does not have the legal right to send such message(s) or that Paciolan reasonably believes is unlawful. Paciolan and Paciolan’s applicable third party service provider has no obligation to supply or “scrub” any message recipient list; and Customer is solely responsible for the creation, initiation and sending of messages via the Application Services, including, but not limited to, the content, recipient, and timing of such messages.

4. **Indemnification.** To the extent permissible under applicable law, Customer shall defend, indemnify, and hold Paciolan, its affiliates and its third party service providers harmless against any loss, damage, or cost (including reasonable attorneys’ fees) incurred in connection with a claim, demand, suit, or proceeding alleging that (a) Customer Data infringes the intellectual property rights of a third party, (b) Paciolan’s or its third party service providers’ use of any Customer Data, as permitted by this Addendum, has otherwise harmed a third party, (c) Customer use of the Application Services other than in compliance with the terms of this Addendum, the

Investment Addendum and the Agreement, or (c) Customer violation or alleged violation of applicable laws including without limitation, Rules, Regulations and Principles.

5. **Representations and Warranties.** Customer represents and warrants that: (a) Customer has the legal right under applicable law to send message(s) to every recipient to whom a message is sent via the Application Services; (b) the Customer Data shall not infringe on any copyright, patent, trade secret or other proprietary or privacy right held by any third party; (c) Customer shall not use the Application Services in a manner that violates any international, federal, state, or local law or regulation relating to individual privacy or the distribution of email and other digital one-to-one communications, including but not limited to the Rules, Regulations and Principles. Customer represents and warrants that Customer is the owner of all email distribution lists distributed using the Application Services, and that Customer is solely responsible for the composition and membership of each list.

ADDITIONAL TERMS

Paciolan Software subscription services (Hosted Services)

Paciolan's hosted Software subscription services are designed to have 7x24 availability with the exception of planned downtime for System upgrades and/or periodic maintenance that will be needed to ensure effective performance of the System and corresponding applications. These activities will require the hosted services not be available to the Customer or external users for the duration of the maintenance or upgrade activity. Standard periodic maintenance will generally be performed during a standard maintenance window between 12:00am and 4:00am, Customer local time.

Marketing Automation (Oracle Eloqua Cloud Services)

Paciolan will configure up to two email templates using Customer-provided creative assets. Customer will receive 1 training session.* Additional training sessions will require the use of 1 available business initiatives or will be billed at then current rates via a separate Statement of work. Customer will receive 1 Personalized URL (PURL) selected from Paciolan's Ticket pURL Solution Center and up to 5 recommended best practice business initiatives annually. Additional business initiatives/services will be billed at then current rates via a separate Statement of Work.

Cloud Services Agreement

Use of the Marketing Automation Third Party Software subscription services (Application Services) shall be subject to the Oracle Cloud Services Agreement available at www.oracle.com/contracts

Cookies

Oracle, Paciolan's third party provider of the Application Services (referred to as Services under the Oracle Cloud Services Agreement and known as the Oracle Eloqua Cloud Services), may insert pixels or code into Customer emails generated and/or transmitted through the Application Services or, at Customer request or with Customer consent, into Customer websites, mobile applications or other web assets which, once activated, may cause cookies to be placed in, or read or modified from, a user's or email recipient's browser cache. In accordance with the Service Specifications (accessible at <http://www.oracle.com/contracts>), such pixels and cookies are used to create or modify unique identifiers and track the user's or email recipient's actions on Customer websites, mobile applications or other web assets (or as further specified in the Service Specifications) for Customer marketing and analytics purposes. Customer is responsible for making any disclosures to, and obtaining any consents from, such users and email recipients as may be required under applicable laws, rules, regulations and industry self-regulatory guidelines.

Privacy and Optional Additional Applications

The Marketing Automation Third Party Software Subscription Services (Application Services) enable Customer to test the likelihood that an email will be intercepted by a receiver's spam protection service. This email testing service would be provided by a third party from the Oracle Cloud Marketplace that receives and tests email template content that Customer may provide. Customer's use of the email testing service is optional and not required for Customer use of the Application Services. Any of Your Content or Personal Data (as such terms are defined in the Oracle Cloud Services Agreement) that Customer places into the email testing service is not subject to the terms of the Oracle Hosting and Delivery Policies Services or Oracle Data Processing Agreement incorporated into the Oracle Cloud Services Agreement, and Customer is solely responsible for complying with Customer legal obligations when using this service, including laws applicable to the global transfer of Personal Data. Customer may choose to enable certain Oracle and separately licensed Third Party Services applications, connectors or modules ("Additional Applications") to enhance the features of the Application Services. The Additional Applications are available in the Apps section of settings within the Application Services and are hosted outside of the Application Services environment. Customer use of these Additional Applications is optional and not required for Customer use of the Application Services. Any of Your Content or Personal Data that Customer places into these Additional Applications is not subject to the terms of the Oracle Cloud Services Agreement, including the Oracle Data Processing Agreement and Hosting and Delivery Policies, and Customer is solely responsible for complying with Customer legal obligations when using these Additional Applications, including laws applicable to the global transfer of Personal Data.

SalesForce.Com

Customer will receive 1 training session.* Customer shall provide Paciolan with a SFDC administrative license, user name and password for use in the delivery of Professional Services. SFDC licenses, data storage and third party products are not included and are procured directly through such party.

Features/Functionality

Use of any new features and/or functionality of the System made available to Customer during the Term may be subject to additional fees, which fees shall be communicated to Customer.

TRANSACTION FEES
<p>Description</p> <p>Paciolan shall invoice Customer monthly in arrears a transaction fee of two percent (2.0%) on all ticketing revenues processed via the System, subject to an annual 0.05% increase. In addition, no such transaction fee will be assessed on complimentary or other non-revenue generating Tickets processed via the System.</p> <p>Paciolan shall invoice Customer monthly in arrears a transaction fee of half a percent (0.50)% on all fundraising revenues processed via the System</p>

FEES AND PAYMENT TERMS

FEES	
ANNUAL HOSTING SUBSCRIPTION (subject to a \$2,500 annual increase)	\$67,500
ANNUAL ACCESS MANAGEMENT SOFTWARE SUBSCRIPTION	\$15,000
ANNUAL POINT2POINT MAINTENANCE, ENCRYPTION AND SERVICE	\$7,948
PAYMENT TERMS	
DUE ON July 1, 2023 and each July 1st thereafter thru term of Agreement	<u>\$90,448</u>

EXHIBIT C: OPT IN TO SECONDARY INTEGRATION ADDENDUM

This Opt In to Secondary Integration Addendum (the "Addendum") is by and between Paciolan and Customer effective as of the Addendum Effective Date set forth at the bottom of this Addendum ("Addendum Effective Date"). This Addendum establishes the general terms and conditions that shall govern secondary ticket resale integration of Customer tickets between Paciolan and SeatGeek, Inc. ("SeatGeek"). This Addendum shall be subject to the terms and conditions of the Agreement. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement with respect to the subject matter contemplated by this Addendum, the terms and conditions of this Addendum shall prevail. Any defined term not defined in this Addendum shall have the meaning ascribed to such defined term in the Agreement. Now, therefore, the parties hereby agree as follows:

1. Definitions. "Affiliate" means, with respect to any entity, any other present or future entity controlling, controlled by, or under common control with such entity. For the purposes of this definition, control (and its derivatives) means, with respect to any entity, the possession, direct or indirect, of the power to solely direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise. "Chargeback Costs" shall mean the amounts that the merchant bank is charged back by a cardholder or a card issuer under the card organization's rules (e.g., cardholder dispute, fraud, declined transaction, returned tickets for canceled events, etc.). "Customer Marks" means the Customer's domain names, trademarks, trade dress, website logos and other branding elements used in the performance of this Addendum. "Customer Sites" means the websites owned, operated or otherwise controlled (i.e. with respect to the content) by the Customer. "Integration" means the integration between the SeatGeek Site and the Paciolan Platform contemplated by this Addendum, the purpose of which is to enable the resale of secondary tickets via the SeatGeek Site to certain Qualified Events. "Marks" means the Customer Marks or SeatGeek Marks, as applicable. "Net Secondary Fee Revenue" means the total gross logistics fees, buy fees, and sell fees (i.e. gross secondary fees revenue) SeatGeek actually retains with respect to a Qualifying Transaction for Customer Qualified Events less the following direct expenses: (i) credit card processing fees, (ii) any taxes, (iii) Chargeback Costs, (iv) customer support costs, (v) discounts, (vi) shipping and (vii) hosting costs. "Paciolan eCommerce" means Paciolan's white label online commerce sites used by Customer to transact tickets and other items digitally and, as of the Addendum Effective Date, known as "e.Venue.". "Paciolan Platform" means the Paciolan ticketing system and platform. "Personal Data" means any information (i) relating to an identified or identifiable natural person, (ii) that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, regardless of the media in which it is maintained, or (iii) any other data that constitutes personal data, personal information or a similar terms under applicable laws and regulations. "Privacy Laws" mean all applicable laws and regulations, including, but not limited to, any U.S. State and Federal Governmental Acts, as amended, relating to the processing, use, disclosure, security, confidentiality or privacy of Personal Data. Qualifying Transactions that occur after the Addendum Effective Date shall constitute Qualifying Transactions. "Qualified Event" means any event of any kind or nature whatsoever (i) held at a venue owned, controlled, operated or managed by Customer and any successor venue of such venue, or (ii) to which Customer otherwise controls the rights or has the right to sell tickets. "Qualifying Transaction" is an order of any kind by a secondary buyer for tickets, value items, miscellaneous items and the like to a Qualified Event subject to the Integration placed on, or otherwise facilitated by, the SeatGeek Site, including, but not limited to, consumer to consumer transactions, broker transactions, Customer sales (including, but not limited to, direct listings of tickets and the like by Customer on the SeatGeek Site), transactions initiated via the Paciolan Platform via the Integration, and any other secondary channels. "SeatGeek Marks" mean the SeatGeek domain names, trademarks, logos and other branding elements to be used in the performance of this Addendum. "SeatGeek Site" means the websites owned and operated by SeatGeek and currently accessible at www.seatgeek.com, as well as any ticket marketplace, mobile sites, applications (including mobile applications), future and/or other domain names and websites, and similar products, services and channels, including its APIs, used by SeatGeek, its Affiliates, partners and agents to sell event tickets and the like.

2. Fulfillment; Integration. Except as expressly contemplated otherwise in Section 7 (Customer Obligations) Customer shall ensure that all secondary ticketing resale transactions relating to Qualified Events subject to the Integration shall be processed through the Integration. To the extent Customer has the corresponding team, Customer agrees that all home football and home basketball Qualified Events offered by Paciolan to be subject to the Integration shall be subject to the Integration, unless mutually agreed otherwise in writing by the parties via email. Qualifying Transactions will be validated and fulfilled such that SeatGeek customers receive tickets from the Paciolan ticketing system (the "V&F Services"). Electronic delivery shall be the exclusive method for fulfillment of tickets and the like via the V&F Services, unless otherwise agreed upon by the parties with respect to any Qualified Event, which agreement may be via email. If a Qualified Event subject to the Integration is cancelled or postponed and not rescheduled within thirty (30) days of postponement, payments made by Paciolan to Customer for the applicable Transaction Fees shall be refunded to Paciolan, or, if not yet paid, shall be deducted from the subsequent payment to Customer.

3. Promotional Obligations. Customer will perform the promotional obligations set forth on Attachment 1.

4. Transaction Data. Upon Customer's execution of this Addendum, Paciolan will provide, via SeatGeek, Customer transaction data for Customer's relevant transactions for the then prior three (3) years. Such data will be delivered in anonymized, aggregated

form, via a secure FTP upload or other delivery mechanism and will include the following information, to the extent readily available to SeatGeek: event, event date, section, row, quantity of transactions, quantity of seats, total Gross Merchandise Value (payment to seller plus the sell fee collected plus the buy and logistics fees) average ticket price and other data determined by Paciolan and SeatGeek, but excluding any Personal Data. Thereafter, such transaction data will be provided no less frequently than monthly to Customer. Customer shall use such transaction data solely for its internal business purposes related to this Addendum and shall not disclose such transaction data to, or share it with any third party. As between the parties to this Addendum, any transaction data that pertains to any period prior to the Addendum Effective Date shall be Paciolan Confidential Information.

5. Consumer Data. PURSUANT TO THE TRANSACTIONS CONTEMPLATED BY THIS ADDENDUM, CUSTOMER SHALL NOT PROVIDE PERSONAL DATA TO PACIOLAN OR SEATGEEK. During the Secondary Term (as defined below), Customer shall have access to certain SeatGeek customer data via the Paciolan Platform, including but not limited to customers' names, emails, transaction data and seat location, where applicable ("Consumer Data"), which may be used by Customer for the sole purpose of facilitating the cancellation and reissue of tickets or to assist customers with any fulfillment issues (including, but not limited to, customer service and transaction based emails, delivery of mobile tickets, cancellations, notification of time changes, etc.), and for otherwise fulfilling obligations under this Addendum, provided that Customer shall not use identifiable Personal Data to perform services on behalf of another person. If such Consumer Data was previously or subsequently received by Customer via any other means, including, but not limited to, a transaction or inquiry independent of SeatGeek and/or this Addendum, a buying list, a graduating student, etc., in which case, such Consumer Data shall no longer constitute Consumer Data. With respect to all Consumer Data that is, or may contain, Personal Data, SeatGeek shall be the data controller under this Addendum. Customer shall be a sub-processor and/or service provider under applicable Privacy Laws with respect to Consumer Data (excluding Consented Consumer Data). To the extent required pursuant to any Privacy Laws, the parties agree to execute, acknowledge and deliver an applicable data processing agreement or addendum, or any other instruments or documents necessary to give effect to the provisions of this Section and Section 6 (Consented Consumer Data) below. Without prejudice to the foregoing, Customer shall: (a) ensure that it has all necessary appropriate lawful basis under applicable Privacy Laws to process Personal Data pursuant to this Addendum, where, with the exception of Consented Consumer Data (as defined below), Customer's obligations under applicable Privacy Laws shall be limited to those of a processor, sub-processor and/or service provider; (b) implement appropriate physical, technical and organizational measures designed to protect Personal Data processed pursuant to this Addendum against accidental or unauthorized loss, theft, alteration, damage, disclosure, access or other unauthorized processing, which such measures shall ensure a level of security appropriate to the risk; (c) notify Paciolan without delay upon becoming aware of any confirmed security breach as defined by applicable Privacy Laws or other breach of security leading to the accidental, unauthorized or unlawful destruction, loss, damage, alteration, disclosure of, or access to, Personal Data processed by Customer pursuant to this Addendum. Customer shall provide Paciolan and SeatGeek all reasonably requested information relating to such breach and provide any reasonably necessary assistance to enable Paciolan and SeatGeek to comply with applicable Privacy Laws with respect to any such breach, and shall do so in a timely manner. In particular, and without prejudice to any other right or remedy available to the Paciolan, following discovery of a breach, Customer shall, at its own cost and expense, promptly take: (i) corrective action to mitigate any risks or damages involved with such breach and to protect such Personal Data from any further compromise; and (ii) any other actions that may be required by applicable Privacy Laws as a result of such breach, in coordination with Paciolan. Without limiting this Section with respect to Consumer Data for which Customer acts as a data processor and/or service provider, Customer shall (i) only use Personal Data for the purposes of fulfilling its obligations under this Addendum, and only to the minimum extent required for such specific purposes; (ii) upon expiration or termination of this Addendum, delete all Personal Data obtained under this Addendum, unless required by applicable law to maintain records thereof; (iii) reasonably assist SeatGeek (via Paciolan) in the fulfillment of its obligations as a data controller in connection with the exercise by data subjects of their rights under Privacy Laws and/or in response to inquiries and investigations by competent authorities; (iv) not engage any third party sub-processor to process Personal Data, unless such third party sub-processor undertakes in writing to comply with written obligations that are substantially similar to those contained in this Section; (v) be liable for the acts and omissions of its sub-processor(s); and (vi) maintain records and information reasonably necessary to demonstrate its compliance with applicable Privacy Laws and this Addendum and allow for the

reasonable audit of its records by SeatGeek designated auditor to the extent required by applicable Privacy Laws. For the sake of clarity, this Section shall not apply to Consented Consumer Data or limit Customer's ability to determine the processing for such Consented Consumer Data subject to the customer's permissions.

6. **Consent Consumer Data.** Subject at all times to applicable Privacy Laws and conditioned upon SeatGeek's license to Paciolan, Paciolan hereby grants to Customer a non-transferable, non-sublicensable and, subject to a consumer's rights under applicable law, perpetual license to Consented Consumer Data to be used for Customer's internal uses and any other marketing and business purposes described to the consumer at the time of collection or with the consumer's subsequent consent or direction. "Consented Consumer Data" shall mean Consumer Data whereby the applicable customer (i.e., an individual that utilizes V&F Services) has consented electronically to the release and transfer of its Consumer Data to the Customer, as permitted under this Section. Paciolan shall not be responsible for obtaining such consent from the customer with respect to the Consented Consumer Data. In connection with such consent opportunity, Customer shall provide Paciolan with a link to Customer's privacy policy to be provided to SeatGeek in connection with such consent. Customer acknowledges that certain Consumer Data may be considered Personal Data pursuant to applicable Privacy Laws. Customer agrees that pursuant to Privacy Laws, Customer will act as separate and independent data controller with respect to Consented Consumer Data that is Personal Data, and Customer shall be separately responsible for complying with its obligations as a data controller under the applicable Privacy Laws with respect to such Consented Consumer Data that is Personal Data and notwithstanding that the Consented Consumer Data was not collected by Customer. Customer shall (i) use Consented Consumer Data in accordance with its publicly accessible privacy policy and applicable Privacy Laws, and (ii) except for its service providers, not transfer, license, sub-license, assign, lease, sell, publish, disclose, or otherwise provide access to or make available Consented Consumer Data to any third party. The license granted Customer under this Section shall terminate upon customer's election to opt-out (or exercise any other individual rights under Privacy Laws or any other applicable law) through SeatGeek, Paciolan or the Customer opt-out procedures, as applicable.

7. **Customer Obligations.** Customer shall comply with all applicable laws with respect to the transactions contemplated by this Addendum. Except (i) with respect to the electronic transfer of tickets or similar process utilized for privileged groups (e.g. students, faculty and staff, etc.) or other groups as mutually agreed upon in writing via email by the parties, (ii) with respect to luxury suites, (iii) with respect to zero or nominal value tickets (i.e. comp tickets), (iv) if Customer is subject to exclusive secondary ticketing agreements, arrangements or relationships via its league, conference or similar governing body organization; (v) tickets sold prior to the Integration date for a Qualified Event that takes place after the Integration date; or (vi) with respect to any integration of the Paciolan Platform with any third party product, service or system that provides primary ticketing pricing and/or distribution tools, products and/or services, Customer shall use the validation and fulfillment of tickets via the Integration, during the Secondary Term, as its exclusive consumer listing integration (i.e. ticket barcode cancel/reissue) for purposes of secondary ticketing (i.e. resale of tickets) for all Qualified Events by such Customer. During the Secondary Term (as defined below), Customer shall not enter into an agreement with, or otherwise engage, a secondary ticketing third party, other than SeatGeek pursuant to this Agreement. If Customer is, as of the Addendum Effective Date, subject to, or if it becomes subject to (without its consent), any regulations, agreements or policies that limit or restrict the resale of tickets, then Customer may decline the provision of the validation and fulfillment of tickets via the Integration in respect of those affected tickets only. Paciolan Client agrees not to take retaliatory or punitive action against SeatGeek customers based on the customer's sale or purchase of tickets on the SeatGeek Site, through the cancellation of season tickets or otherwise, throughout and after the Secondary Term of this Addendum.

8. **Customer Service.** SeatGeek will provide customer support consistent with its customary and current customer service offering (which may include a call center, chat or email support). SeatGeek will provide its customary on-site customer support for certain Qualified Events subject to the Integration, as mutually agreed by Paciolan and Customer via email, in each case with sufficient advance notice for SeatGeek personnel to book travel and otherwise prepare for the on-site visit. SeatGeek will provide its standard training and tools necessary for the Customer venue box office staff to respond to customer service issues in a satisfactory manner and Customer will provide all other requisite on-site customer support.

9. **Trademark License.** Subject to SeatGeek's prior written approval which may be via email and subject to and conditioned upon the license granted from SeatGeek to Paciolan, Paciolan hereby grants to Customer, during the Secondary Term of this Addendum, a non-exclusive, royalty-free, worldwide right and license to use, transmit, store, display, reproduce and copy the SeatGeek Marks to the extent necessary to enable Customer to perform its obligations and exercise its rights under this Addendum. Subject to Customer's prior written consent, which may be via email, Customer hereby grants to Paciolan a non-exclusive, royalty-free, worldwide right and sublicense, during the Secondary Term of this Addendum, to use, transmit, store, display, reproduce and copy the Customer Marks to the extent necessary to enable SeatGeek to perform its obligations and exercise its rights under this Addendum. No ownership right, title, or interest in any Marks is intended to be given to or acquired by Paciolan, Customer or SeatGeek with respect to Marks by the execution or performance of this Addendum. All goodwill arising out of any use of any of Marks will inure solely to the benefit of the applicable

owner. Paciolan makes no representations or warranties with respect to the SeatGeek Marks and assumes no liability or responsibility with respect to the license granted herein.

10. **Payments.** Customer shall be eligible for payment of Transaction Fees identified at the bottom of this Addendum Paciolan will provide Customer a monthly reporting of the Transaction Fees. In addition to the other conditions set forth in this Addendum, all Transaction Fees shall be subject to and conditioned upon Paciolan's receipt of the corresponding payment from SeatGeek. Paciolan reserves the right to assess and deduct from the Net Secondary Fee Revenue any Chargeback Costs that are assessed by the applicable merchant bank and/or processor and any refunds for fraudulent transactions, for up to six (6) months after the occurrence of the relevant Qualified Event.

11. **Secondary Term and Termination.** The term of this Addendum shall begin on the Addendum Effective Date and continue through the expiration date set forth on the bottom of this Addendum ("Secondary Term"). The Secondary Term of this Addendum will terminate early as follows: (i) with written notice from the terminating party after the other party materially breaches this Addendum and does not cure such breach within thirty (30) days following written notice of breach thereof from the terminating party; (ii) by mutual written agreement; (iii) upon termination or expiration of the contractual relationship between Paciolan and SeatGeek contemplating the transactions set forth herein; or (iv) upon termination of the Agreement (ticketing agreement between Customer and Paciolan). Upon expiration or termination, all licenses granted hereunder shall terminate, except to the limited extent required to fulfill then outstanding Qualifying Transactions and as set forth in Section 6 (Consented Consumer Data). Any and all provisions in this Addendum which, by their nature, would reasonably be expected to survive termination or expiration of this Addendum shall survive and be enforceable after such termination or expiration, including, but not limited to, Sections 1 ("Certain Definitions"); 6 ("Consented Consumer Data") (subject to the customer's right to opt-out or exercise any other individual rights under Privacy Laws); and 11 ("Secondary Term and Termination"), only with respect to termination and survival provisions.

ADDITIONAL TERMS:

Addendum Effective Date: July 1, 2023

Expiration Date: June 30, 2028

Transaction Fee: 15% of Net Secondary Fee Revenue

Attachment 1

1. Integration of text links that link directly on "click" from the Paciolan eCommerce site to the applicable Paciolan Client's performer page on the SeatGeek Site;
2. Placement of "SeatGeek" in navigation links and/or drop down menus of the Customer Site and applicable Paciolan eCommerce site, either of which shall be "above the fold" throughout the ticketing pages, to the extent such placements are available on the applicable Customer Sites and applicable Paciolan eCommerce site;
3. For sold out Qualified Events: Place a text link on the applicable Paciolan eCommerce site redirecting traffic to the applicable Paciolan Client's Event Page on the SeatGeek Site; include a text link redirecting traffic to the applicable Paciolan Client's Event Page on the SeatGeek Site in any press releases, emails and social media announcing a sellout;
4. SeatGeek logo and text link in "Tickets" dropdown and on "Schedule/Events" pages for Qualified Events on the Customer Sites to the applicable Paciolan Client's performer page, with Schedule page placement to be mutually agreed upon in writing via email[provided that the SeatGeek logo and text link shall be displayed with prominence and exposure similar to the display of the SeatGeek logo and text link with other Paciolan clients;
5. Ability to use Customer Marks on the SeatGeek Site and in media and advertising pursuant to, and subject to, the trademark license set forth in the Addendum.
6. Minimum of two (2) dedicated emails sent to season tickets holders, donors, and subscribers annually.
7. Inclusion in customer education information for secondary ticketing on the Customer Sites in a form substantially similar to that provided to Paciolan's other clients.

Marshall University Cloud Computing Contract Addendum

This Addendum shall be applicable to the Master Software and Services Agreement (“Agreement”) by and between Marshall University and Paciolan, LLC entered into concurrently with this Addendum.

“**Institution**” as used herein means Marshall University, its Board of Governors, Colleges, Schools, and Departments.

“**Vendor**” as used herein means Paciolan, LLC.

(Insert Vendor Name Here)

Definitions

“**Confidential Information**” is defined as any and all information whose collection, disclosure, protection, and disposition is governed by state or federal law or regulation, particularly information subject to the Family Educational Rights and Privacy Act (FERPA). This information includes, but is not limited to, student records, financial and personal information regarding Marshall University employees, and other personally identifiable information identified by law.

“**Covered Data**” includes any institutional data defined as “confidential information”.

“**Institution Data**” includes data uploaded by users of the service and communications between the user, the Institution, and Vendor.

“**Notification Event**” includes Vendor system that may access, process or store University data is subject to unintended access. Unintended access includes compromise by a computer worm, search engine web crawler, password compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.

“**Vendor User**” includes the Vendor and its employees, agents, contractors, and other persons associated with Vendor.

Use of the Data

The Vendor agrees that data provided to them during the provision of service shall be used only and exclusively to support the service and service execution, and not for any other purpose other than as set forth in the Agreement. Unless expressly permitted by the written consent of an Institution official authorized to give such consent, Vendor and its employees, agents, contractors, and other persons associated with Vendor (collectively, the “Vendor Users”) or as otherwise set forth in the Agreement,

are only permitted to use, reuse, distribute, transmit, manipulate, copy, modify, access, or disclose the Institution Data to the extent necessary for Vendor to implement and maintain the information as set forth in this Addendum. Except as otherwise specifically provided for in this Agreement, the Vendor agrees that Institution Data will not be shared, sold, or licensed with any third-party, except approved sub-contractors, without the express written approval of the Institution and the Senior Vice President for Information Technology.

Vendor will be responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of Institution data and any non-compliance with the data privacy and security requirements by Vendor Users.

Data Protection

Upon termination, cancelation, expiration or other conclusion of the Agreement, Vendor shall return the Covered Data to Institution unless Institution requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of Vendor, provided that archival backup data shall be maintained in the ordinary course until deleted in the ordinary course, but shall remain subject to this Addendum. Vendor shall complete such return or destruction not less than thirty (30) days after the conclusion of this Agreement. Within such thirty (30) day period, Vendor shall certify in writing to Institution that such return or destruction has been completed.

Compliance with Federal, State, and Local Laws and Regulatory Requirements; Vendor shall comply with any Federal, State, and Local privacy laws or regulations applicable to Vendor as a service provider under the Agreement, including but not limited to: the Family Educational Rights and Privacy Act (FERPA) (Pub.

L. No. 93-380 (1974), codified at 20 U.S.C. § 1232g); .

Vendor agrees that it may create, have access to, or receive from or on behalf of Institution or students, or have access to, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g (collectively, the "FERPA Records"). Vendor represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by Institution in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Vendor protects its own Confidential Information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement. At the request of Institution, Vendor agrees to provide Institution with a written summary of the procedures Vendor uses to safeguard the FERPA Records.

Notification of Security Incidents

Vendor, within three days of discovery (or a shorter period as required by law), shall report to Institution any use or disclosure of Confidential Information not authorized by this Addendum or in writing by Institution. Vendor's report shall identify, to the extent available: (i) the nature of the unauthorized use or disclosure, (ii) Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure. Vendor shall provide such other information, including a written report, as reasonably requested by Institution.

Vendor agrees to comply with all applicable laws that require notification. In the event of a breach of any of Vendor's security obligations that is not caused by Institution ("Notification Event"), Vendor agrees to assume responsibility for informing Institution.

Institutional Marks Protection

Use of Institution name, marks, or logos: All use by Vendor of Institution name, marks, and content must be approved in writing by Institution and the Senior Vice President of Communications. Institution reserves the right to review all uses of it name, marks or logos prior to their use by Vendor.

ACCEPTED BY:

MARSHALL UNIVERSITY

By: Michelle Wheeler
Michelle Wheeler (11/30/21 12:24 PM EST)
Title: Interim CPO/Director of Purchasing
Date: 06/30/2023

VENDOR

Company Name: Paciolan, LLC
By: nm
nm (11/30/21 12:24 PM EST)
Title: CFO
Date: 06/30/2023

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Paciolan, LLC

Authorized Signature: [Signature] Date: 8/3/23

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this _____ day of _____, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____

See Attached Notary
 Acknowledgment
 Jurat
DJ.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 3rd
day of August, 2022 by Kim Boren

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature *Dinorah Vidal*

Vendor/Customer

[Menu](#)

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
VC0000047446	A L TIER II LLC		Active	Inactive	PATRON SOLUTIONS LLC
✓ VC0000047448	PACIOLAN LLC		Active	Inactive	
VC0000047449	SPECTRA TICKETING & FAN ENGAGEMENT		Active	Inactive	
VC0000086834	LEARFIELD COMMUNICATIONS LLC		Active	Inactive	
VC0000086835	LEARFIELD		Active	Inactive	
VC0000088624	SIDEARM SPORTS LLC		Active	Inactive	
VC0000089969	LEARFIELD AMPLIFY SEATING LLC		Active	Inactive	
VC0000095831	ANC SPORTS ENTERPRISES LLC		Active	Inactive	
VC0000097477	LEARFIELD AMPLIFY TICKETING LLC		Active	Inactive	

From 1 to 9 of 9 First Prev Next Last [Attachments](#)

Save [Undo](#) Delete Insert [Copy](#) Paste [Search](#)

General Info

Vendor/Customer : VC0000047448	Restrict Use by Department : <input type="checkbox"/>
Legal Name : PACIOLAN LLC	Miscellaneous Account : <input type="checkbox"/>
Alias/DBA :	Internal Account : <input type="checkbox"/>
Vendor Active Status : Active	Third Party Only : <input type="checkbox"/>
Vendor Approval Status : Complete	Third Party Vendor : <input type="checkbox"/>
Customer Active Status : Inactive	Third Party Customer : <input type="checkbox"/>
Customer Approval Status : Incomplete	Inventory Customer : <input type="checkbox"/>
Location Name :	Healthcare Provider : <input type="checkbox"/>
First Name :	Never Archive : <input type="checkbox"/>
Middle Name :	Restrict VSS Access : No
Last Name :	Discontinue - No New Business : <input type="checkbox"/>
Company Name : PACIOLAN LLC	Prevent MA Reference : <input type="checkbox"/>
Previous Name :	PunchOut Enabled : <input type="checkbox"/>
Previous Street :	Re-PunchOut Enabled : <input type="checkbox"/>
Previous City :	Electronic Order Enabled : <input type="checkbox"/>
Previous State/Province :	W-9 Received : <input type="checkbox"/>
Previous Country :	W-9 Received Date : <input type="text"/>
	W-8 Received : <input type="checkbox"/>
	W-8 Received Date : <input type="text"/>
	Accepts Credit Cards : <input type="checkbox"/>
	Active From : 11/01/2016
	Active To : <input type="text"/>
	Last Usage Date : 07/21/2023
	Department :
	Unit :

Headquarters

Headquarters Account : No	Web Address http:// : <input type="text"/>
Headquarters Account Code : VC0000047446	Catalog DUNS : <input type="text"/>
Headquarters Account Legal Name : A L TIER II LLC	Catalog Extended DUNS : <input type="text"/>
Franchise Account : <input type="checkbox"/>	Catalog Unique Entity Identifier : <input type="text"/>
	Taxpayer ID Number : *****1648
	Taxpayer ID Number Type : EIN

Organization

Organization Type : Company	1099 Indicator : Yes
1099 Classification : Partnership	1042-S Indicator : <input type="checkbox"/>
1042-S Ch. 3 Recipient Code :	Taxpayer ID Number : 470911648
1042-S Ch. 4 Status Code :	Taxpayer ID Number Type : EIN
Number of Employees : <input type="text"/>	Detailed TIN Type : <input type="text"/>
Merchant ID : <input type="text"/>	Foreign Tax ID : <input type="text"/>
Sex : <input type="text"/>	GIIN : <input type="text"/>
Date of Birth : <input type="text"/>	1042-S Recipient Account Number :
Marital Status : <input type="text"/>	W-8 Form : <input type="text"/>
Annual Income : <input type="text"/>	Tax Profile :
IRS Country of Residence :	Tax Profile Name : <input type="text"/>
IRS Country Sub Code :	EBIC Number : <input type="text"/>
Contract Withholding Exempt : <input type="checkbox"/>	IAEC Number : <input type="text"/>
National Provider ID : <input type="text"/>	Web Address http:// : <input type="text"/>
Assigning Authority : <input type="text"/>	Employee ID : <input type="text"/>
CAGE Code : <input type="text"/>	Employee Status : <input type="text"/>
Permanent Staffed Office in State : <input type="checkbox"/>	Supplier Shared Secret : <input type="text"/>

Disbursement Options

Category : DIRC	Hold Payment : <input type="checkbox"/>
Description : Direct Payments	Hold Payment Authorized By :
Default Type : Check	Hold Payment Authorized On : <input type="text"/>
Default Priority : 99	Hold Reason : <input type="text"/>
Default Format : REG	
Default Format Description : <input type="text"/>	

Scheduled Payment Day :

Single Payment Indicator :

Name on Check : Legal Name

Eligible for VCA Payments :

VCA Effective From Date :

VCA Effective To Date :

VCA Primary Email :

VCA Secondary Email :

VCA Comments :

Prevent New Spending :

Prevent New Orders : For All Departments

Third Party Code :

Third Party Name :

Third Party Approved By :

Third Party Approved On :

Third Party Reason :

Always Infer Third Party Vendor :

Third Party Address ID :

▼ Prenote/EFT

Generate EFT Payment :

ABA Number :

Bank Name :

Account Type :

Account Number :

Routing ID Number :

Bank Phone Number :

Prenote Requested Date :

Prenote Return Reason :

Prenote Return Reason Message :

Foreign Correspondent Bank Name :

Foreign Correspondent Bank Branch Country Code :

Account Number Linkage to Provider Identifier :

Reason for Submission :

EFT Format :

EFT Format Description :

EFT Status :

Last Status Change :

EFT Status Description :

Prenote Return Reason Explanation :

W-9 Mailing Date :

W-9 Response Date : 11/01/2016

▼ Remittance Advice

Remittance Advice Required :

Remittance Advice Format :

Remittance Advice Format Description :

Remittance Advice Transmission Mode :

▼ Vendor Terms

Number of Days 1 :

Discount Percent 1 :

Discount Always 1 :

Number of Days 2 :

Discount Percent 2 :

Discount Always 2 :

Number of Days 3 :

Discount Percent 3 :

Discount Always 3 :

Number of Days 4 :

Discount Percent 4 :

Discount Always 4 :

▼ Accounts Receivable

Default Receipt Type :

Default Billing Profile :

Cost Accounting Funding Type :

Credit/Debit Card Type :

Credit/Debit Card Number :

Name on Card :

Credit/Debit Card Expiration Month :

Credit/Debit Card Expiration Year :

Bill Headquarters :

Bankruptcy :

Central Statement BPRO :

Central Statement Billing Location :

Central Statement Address ID :

Suppress Central Statement :

Suppress Central Past Due Statement :

▼ eMALL

DUNS :

Extended DUNS :

Unique Entity Identifier :

Internet Catalog :

VSS Registered :

Preferred Ordering Method :

Pcard Acceptance Level :

Create Certification Document :

Vendor Preference Level : 99

▼ Location Information

Verify My Locations by : Use My TIN Number

Vendor Verification Based On : Please verify that you are par

Vendor Verification Password : *****

Send Activation Code :

Activation Email Address :

Activation Code :

Confirm Activation Code :

Requestor Name :

Requestor Phone Number :

Confirm Verifications : *****

▶ Fee and Vendor Compliance Holds

Fee Exempt :

Registration Application Date :

Registration Effective Date :

Registration Expiration Date :

Pre-Registration Code :

Tax Clearance :

Unemployment Insurance :

Worker's Compensation :

Secretary of State Registration :

Federal Debarred :

▶ Executive Compensation

▼ **Additional Information**

Miscellaneous Field 1 : Miscellaneous Flag 1 :

Miscellaneous Field 2 : Miscellaneous Flag 2 :

Miscellaneous Field 3 : Miscellaneous Flag 3 :

Miscellaneous Field 4 :


Miscellaneous Field 5 :

Miscellaneous Field 6 :


Miscellaneous Field 7 :

▼ **Travel**

Traveler :

Travel Policy : 

Allow Traveler Advances :

PCard ID : 

▼ **Change Management**

Created By : chapmanjo1 Last Modified By : interface

Joan E Chapman interface User

Created On : 11/01/2016 Last Modified On : 01/05/2021

Last Approved By : interface Comments :

interface User

Last Approved On : 01/05/2021

Date Registered : 11/01/2016

[Top](#)

CREATE DOCUMENT> [Create New Record](#) [Modify Existing Record](#)

UPDATE> [Headquarters](#) [Add 1099 Information Entry](#) [Add 1042-S Reporting Information Entry](#) [Vendor Business Types By Commodity](#)

SEARCH BY> [Master Contacts](#) [Master Addresses](#) [Vendor Commodity](#) [Vendor Addresses](#) [Vendor Business Types](#) [Vendor Service Areas](#) [VCM Query](#)

[Historical Vendor Information](#) [Vendor Notes](#)

[Vendor Transaction History](#)