

# Schedule "A"

## MASTER SOFTWARE AND SERVICES AGREEMENT

This MASTER SOFTWARE AND SERVICES AGREEMENT (this "Agreement") shall be effective as of **August 15 2025** (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 the Corporation of the City of Sault St. Marie with a principal place of business at 269 Queen Street E., Sault St. Marie, Ontario, P6A1Y9, Canada ("Customer"). This Agreement, upon the Effective Date, shall amend, restate, supersede and replace that certain Service and Usage Agreement which commenced on August 15, 2007, 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:** The documentation, including updates thereto, relating to the Paciolan Software made available 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.

(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) currently or formerly known as GFL Memorial Gardens, Essar Centre and their successor venues.

(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 C, 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 an 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 for five (5) years ("Initial Term") and shall automatically renew for subsequent two (2) year periods (each a "Renewal Term") under the then current terms unless either party notifies the other in writing at least ninety (90) days prior to end of the Initial Term or the then-applicable Renewal Term, as applicable, of its intent not to renew this Agreement for a subsequent term. The Initial Term, together with any Renewal Terms, is referred to herein as the "Term". For any Renewal Term, Paciolan shall be entitled to increase or otherwise adjust its fees charged under this Agreement upon notice to Customer delivered at least one hundred twenty (120) days prior to the commencement of the applicable Renewal Term.

(B) **Termination.** This Agreement may be terminated by either party in the event of any material breach of a material term 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, 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 that the Paciolan Software and System, during the Term, will be the exclusive

source for primary and secondary ticketing for all Events at all Facilities, including, but not limited to, 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 (except with respect to Paciolan's integrated partners, as expressly authorized by Paciolan in writing): (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. For the avoidance of doubt, a third party affiliate under this Section shall include, but not limited to, promoters/presenters or other content providers, third party agencies, tenants, venue management companies, foundations, fundraising entities or groups, and the like. 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. During the Term, Customer shall not delegate, subcontract, contract, assign or otherwise transfer its rights or authority to ticket Events at Facilities.

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. **e.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 notice (may be email).

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) **Minimum Annual Fee.** Customer will guarantee to Paciolan the minimum annual service fees (the “Minimum Annual Fees”) specified in the Investment Addendum hereto, if any. The Minimum Annual Fee period will begin on July 1<sup>st</sup> of each year and end on June 30<sup>th</sup> of the following year. If, at the end of an annual period, the total fees subject to a Minimum Annual Fee requirement paid by Customer to Paciolan during such annual period is less than the amount of the specified Minimum Annual Fee, Paciolan will invoice Customer the balance remaining after subtracting the actual fees subject to a Minimum Annual Fee requirement paid to Paciolan during the period from the specified Minimum Annual Fee amount. The Minimum Annual Fee will be prorated on a daily basis for the period of time commencing as of the date the applicable Software product identified on the Investment Addendum is commercially available for Customer use and ending on the immediately following June 30 and for the period of time commencing as of July 1 of the final year of the Term and ending upon expiration of the Term.

(C) **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.

(D) **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.

(E) **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.

(F) **Professional Services Annual Credit.** Subject to, and conditioned upon, Customer holding full regular seasons of Event 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 an annual credit of CAD\$5,000 during the Term for each fiscal year (July 1-June 30) for the purchase of additional Professional Services, which annual credit shall expire at the end of each such fiscal year and will not carryover to the subsequent fiscal year (i.e. “use it or lose it”).

(G) **Hardware Credit.** Subject to, and conditioned upon, Customer holding a full regular season of Event during the applicable year, whereby each Event during such full season is open to the public at full capacity for attendance, Paciolan shall provide Customer with a one-time credit of CAD\$25,000 for the first year of the Initial Term for the purchase of additional Hardware, which annual credit shall expire on the one (1) year anniversary of the Effective Date (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 and/or freedom of information 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 any “personally identifiable information,” “personal information,” or “personal data,” as defined by applicable law (collectively, “Personal 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, complies with applicable law and : (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; (iii) describes users’ rights under applicable privacy laws with regards to the processing of personal information through the Site, and provides a mechanism through which to submit rights requests; and (iv) 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, including through any third-party tools or trackers; and (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) Data Privacy. This Section shall apply solely to the extent that Paciolan processes Personal Information that is subject to one or more of the following privacy laws: the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Connecticut Data Privacy Act, the Utah Consumer Privacy Act or other similar United States state laws regulating the processing of Personal Information (collectively, “Privacy Laws”). The types of Personal Information processed by Paciolan under this Agreement include individuals’ name, contact information, payment information, and electronic identifiers. Customer instructs Paciolan to process Personal Information only (a) for the specific purposes of provision of the System, Site(s), products and services described in this Agreement; (b) as otherwise instructed by Customer; or (c) as required by law and in compliance with applicable law. In addition, Paciolan agrees that (i) it may not “sell” or “share” Personal Information, as such terms are defined by applicable Privacy Law; (ii) it may not retain, use or disclose Personal Information outside of the direct business relationship with Customer; (iii) it will comply with applicable Privacy Laws; (iv) Customer has the right to take reasonable and appropriate steps to help ensure that Paciolan processes Personal Information in a manner consistent with Customer’s obligations under applicable Privacy Laws; (v) it shall notify Customer if Paciolan makes a determination that it can no longer meet its obligations under applicable Privacy Laws; (vi) Customer has the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Information by Paciolan as required by applicable Privacy Law; (vii) the duration of the processing will be ongoing for the term of the Agreement and until all legal obligations are satisfied; (viii) it will delete all Personal Information upon termination of the Agreement(except for

archival backup data, which shall be deleted in the ordinary course consistent with Paciolan's customary business practices (currently, 7 years), but shall remain subject to the confidentiality obligations under the Agreement), unless retention of the Personal Information is required by law; (ix) ensure that each person processing Personal Information is subject to a duty of confidentiality; (x) it will make available to Customer information necessary to demonstrate compliance with the obligations under applicable Privacy Laws; (xi) solely to the extent required under applicable Privacy Laws, it will allow reasonable audits and inspections solely in connection to its obligations under this Section; and (xii) Paciolan may engage subcontractors pursuant to a written contract that requires the subcontractor to agree to substantially similar obligations pursuant to this Section. Paciolan maintains a current list of subcontractors required to provide the System and related subscription services, which can be found at Paciolan's customer support portal at: <https://paciolan.my.site.com/service/login?locale=us>. Paciolan shall provide notification, via Paciolan's customer support portal, of a new subcontractor before authorizing any new subcontractor to process Customer Personal Information in connection with the provision of the applicable services. If Customer does not object to the appointment of any new subcontractor within 30 days after notification of such appointment by Paciolan, Customer will be deemed as having provided its consent to the new appointment. Should Customer object (acting reasonably) to a new subcontractor, upon prior written notice, Paciolan will use reasonable efforts to make available to Customer a change in the product/services or recommend a commercially reasonable change to Customer's configuration or use of the product/services to avoid processing of Customer Personal Information by the objected-to new subcontractor without unreasonably burdening Customer. If Paciolan is unable to make available such change within a reasonable time period, which shall not exceed thirty (30) days, Customer may terminate those specific product/services that cannot be provided without the objected-to new subcontractor.

(D) 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. Customer shall 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. 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 such security measures.

#### 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. Indemnification. Paciolan shall defend the Customer against any third party claim, and indemnify Customer for any resulting settlement or final judgment, to the extent the claim is caused by the Paciolan Software delivered to the Customer, when used within the scope of this Agreement, infringes, violates or misappropriates a valid third party United States patent, copyright, or other proprietary right, provided that Paciolan is promptly given notice of such claim, the Customer has not reached any compromise or settlement of such action or made any admissions in respect of the same, and Paciolan is given the option, at its expense, to control the defense and all requested reasonable assistance from Customer to defend the same. Paciolan shall have no liability to indemnify the Customer to the extent (i) the alleged infringement is based on infringing information, data, or content created or furnished by or on behalf of the Customer (ii) the alleged infringement is the result of a modification made by anyone other than Paciolan, or (iii) the Customer uses the Paciolan Software other than in accordance with this Agreement or the underlying software license to use the Paciolan Software. Upon notice of an alleged infringement, misappropriation or violation of intellectual property rights of a third party by Paciolan Software or if in Paciolan's opinion such a claim is reasonably likely, Paciolan will have the option, at its own discretion and expense, to (w) procure for Customer the right to continue using

such Paciolan Software, (x) replace such Paciolan Software with a non-infringing Paciolan Software of similar quality and purpose, (y) modify such Paciolan Software to make it non-infringing, provided the modified Paciolan Software remains similar in quality and purpose to such Paciolan Software, or (z) terminate provision of such Paciolan Software and return to Customer the subscription fees paid for the infringing Paciolan Software reduced on a pro rata basis based on the portion of the terminated subscription. THIS SECTION SETS FORTH PACIOLAN'S SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT, MISAPPROPRIATION OR VIOLATION BY THE PACIOLAN SOFTWARE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

13. **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 FIFTY THOUSAND DOLLARS (\$50,000).

14. **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.

15. **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.

16. **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/\$2,000,0000 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 - \$2,000,0000 per claim/aggregate.

17. **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 on 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: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[SIGNATURE PAGE TO MASTER SOFTWARE AND SERVICES AGREEMENT]

## EXHIBIT A: PACMAIL ADDENDUM

This PACMail 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 GDPR, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (“CCPA”), the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Connecticut Data Privacy Act, the Utah Consumer Privacy Act or other similar United States laws regulating the processing of personal information, the United States Children’s Online Privacy Protection Act (COPPA), United States 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, insurance information, 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 acknowledges 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) while Customer is solely responsible for the contents of all messages. 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 maximum 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 (d) 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 including, where required by applicable Rules, Regulations and Principles, providing any necessary disclosures and obtaining any necessary consent; (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.

## EXHIBIT B: MERCHANT SERVICES ADDENDUM

This Merchant Service Addendum (“Addendum”) sets for certain terms, conditions, obligations and commitments by Paciolan and Customer applicable to the merchant credit card processing services (“Services”) to be provided by Paciolan to Customer.

**1. Credit Card Processing.** Paciolan shall collect all money received from sales managed by Paciolan for Customer and holding all monies, including applicable taxes, less amounts due Paciolan, for the benefit of Customer and, where applicable, Event promoters. Paciolan will make such funds available to Customer by ACH Transfer, less any amounts due Paciolan by Customer according to the Investment Addendum or as otherwise reserved as provided herein (the “Settlement”). Each dispersal of funds to Customer shall be accompanied by a System report. System reports will form the basis for determining the gross receipts and deductions for Customer sales and shall be conclusive as to all amounts contained therein. At all times during the Term and for one (1) year thereafter, but no more than once per year, Customer shall have the right, at its own expense and on reasonable prior notice, to audit sales managed by Paciolan for Customer. Paciolan shall provide Customer with the ability to process payment for all sales with Visa, MasterCard, Discover, and American Express credit cards. Processing fees charged to Customer by Paciolan are set forth on the Investment Addendum and are subject to automatic increase upon notice due to increases imposed on Paciolan by its merchant bank. Customer also agrees to pay all credit card fees relative to the purchase price of such sales, any additional convenience fees that Customer may add to the sale, taxes or any other charges added to the price, and all fees imposed by the merchant bank or any credit card network or association for refunds that Customer may make or authorize Paciolan to make. Customer is responsible for all costs or expenses related to fraudulent credit card use, chargebacks or disputes, and any other fees associated therewith (individually and collectively “Chargebacks”). Paciolan will make every reasonable effort to document the Chargebacks with its merchant bank and to rectify the Chargebacks with purchasers. Any unresolved Chargebacks will be documented to Customer and deducted at Settlement. Customer acknowledges that due to banking regulations, Chargebacks which occur under this Agreement may occur up to eighteen (18) months from the date in which a purchaser has conducted a transaction through the System. Chargebacks which are a result of fraud have no timeframe limitation on purchaser’s and/or card holder’s ability to recover such charges. At the conclusion of the Term, Paciolan will retain a mutually agreed upon amount (via email) from the final Settlement for six (6) months for any unresolved Chargebacks. Customer acknowledges and agrees that in the case of any cancellation of an Event for which Paciolan processes payment via credit card, Paciolan is obligated to make refunds to those Ticket buyers that paid for Tickets via credit card, within two (2) business days of the time of Customer’s announcement of the cancellation of the Event. Customer authorizes Paciolan to refund the Customer established Ticket price and convenience fee(s) and shall (i) promptly and effectively advertise to the general public its policy and procedures on refunds to Ticket holders and, (ii) within two (2) business days of Customer’s announcement of the cancelled Event, provide Paciolan with sufficient funds, based on the System reports, to make such refunds, provided that Paciolan may withhold funds from the sale of Tickets to other Events to the extent of any deficiency in funds to make refunds. Any failure by Customer to timely remit the required funds as requested by Paciolan shall entitle Paciolan to terminate the Original Agreement in addition to any other right to which Paciolan may then be entitled. As a condition to any termination of the Agreement by Customer, whether upon expiration of the Term or otherwise, Customer shall be required to remit to Paciolan funds equal to the Ticket price and convenience fees for all Tickets sold via credit card for Events of Customer scheduled to occur after the date of termination (each a “Post Termination Event”), which Paciolan shall deposit in an interest bearing segregated account and from which Paciolan shall be entitled to pay refunds on account of any Post Termination Event which is cancelled. Upon the occurrence of any Post Termination Event, Paciolan shall remit to Customer, within two (2) business days from the date of such Post Termination Event, an amount equal to the Ticket price and convenience fees sold via credit card for such Post Termination Event held in the Paciolan segregated account, together with interest earned thereon, less any amounts due Paciolan from Customer.

**2. PCIDSS.** 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 intrusion of, 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 PCI DSS 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, comply with this Addendum and currently acceptable PCI DSS controls, to protect against the unauthorized use of facilities, computing devices, network access, and passwords.

**3. Paciolan Obligations and Responsibilities.** Paciolan will provide the Services in accordance with PCI DSS requirements and the P2PE Self-Assessment Questionnaire (SAQ).

**4. Customer Obligations and Responsibilities.**

**a.** In order to begin accepting credit card payments, each Customer business unit must receive prior written approval from Paciolan, which may be via email. All Customer business units that process credit card and debit card transactions under Paciolan’s

Services must ensure that the payment process and related recordkeeping procedures follow Paciolan's policies and procedures, PCIDSS and all applicable laws. Signed charge slips for card present transactions will be maintained by Customer for three (3) years. These procedures apply to all Customer employees, contractors, tenant teams, outlets, students, agents, vendors and other personnel ("Customer Personnel") involved in the processing of debit and credit card payments in connection with the Services. Customer shall be responsible and liable for Customer's Personnel's compliance with this Addendum.

**b.** Customer will be responsible for ensuring all users of Paciolan's ticketing systems, services and environment (System) employed, engaged, contracted, retained by or associated with Customer, including but not limited to, Customer Personnel, complying with this Addendum. Customer will complete an annual review of this Addendum and verify its and its Customer Personnel's commitment to comply with this Addendum, provide adequate training and informational meetings to Customer Personnel handling credit card functions, and implement appropriate procedures as provided in this Addendum. In addition, Customer:

- i. Will ensure all payment processing is only via the validated PCI Point-to-Point Encryption (P2PE) solution approved and listed by Paciolan, unless Paciolan authorizes the use of other means in circumstances wherein the P2PE solution provider has outages or maintenance.
- ii. Will ensure that the only systems in the Customer environment that process or transmit account data are the Point of Interaction (POI) devices, using Paciolan approved payment application (Pac7) which are approved for use with the validated and PCI-listed P2PE solution.
- iii. Will not otherwise receive or transmit cardholder data electronically.
- iv. Will implement all controls in the P2PE Instruction Manual (PIM) provided by the P2PE Solution Provider.
- v. Will protect the P2PE devices that capture payment card data via direct physical interaction against tampering and substitution, by periodically inspecting such devices, training Customer Personnel to be aware of suspicious behavior and reporting any tampering or substitution of such devices.
- vi. Ensure that each Customer Personnel read and comply with this Addendum.

**c.** Customer shall be responsible for and ensure the following:

- i. Any Customer department and/or Customer Personnel that accepts, captures, stores, transmits and/or processes credit or debit card information must comply with this Addendum and participate in the annual self-assessment process and training.
- ii. Only authorized and properly trained Customer Personnel may accept and/or access credit or debit card information. No other individuals may have access to credit card information.
- iii. Customer may only accept and process credit and debit card payments by methods that are approved by Paciolan's authorized personnel. Customer may only utilize card payment methods authorized in writing by Paciolan's authorized personnel.
- iv. Paciolan has contracted with VISA Cybersource to provide credit card payment gateway services and Bluefin Payment Systems to provide PCI-DSS validated P2PE card-swiping devices. The Bluefin Payment Systems' ID Tech SRedKEY device is the authorized method of payment processing for on-line credit card transactions. Paciolan uses a version of Cybersource which has also been certified as compliant with PCI-DSS.
- v. Electronic storage of credit card information at Customer location devices will not occur because of the increased risk that it presents.
- vi. Each Customer Personnel who has access to credit or debit card information is responsible for protecting that information on behalf of Customer. Credit and debit card information must be securely destroyed as soon as it is no longer necessary to maintain the information by Customer. Physical documents containing credit or debit card information must be stored by Customer in secured access-controlled locations such as locked cabinets. The validation code and personal identification number should not be stored in any form. In no case should credit card information be transmitted by Customer or Customer Personnel via insecure protocols like email or text message.
- vii. Each Customer department that handles credit card information must have written procedures for complying with PCI-DSS and providing appropriate segregation of duties.
- viii. Suspected theft of credit or debit card information or inappropriate activity must be reported immediately to Paciolan's Technical Security Staff and Paciolan's Customer Services Department.

**d.** Customer shall ensure that Customer and Customer personnel comply with the following:

- i. Customer and Customer Personnel will NOT do the following:
  1. Do not transmit cardholder's credit card data by e-mail or fax;
  2. Do not store credit card data for repeat customers on paper in an unsecured area;
  3. Do not store PIN or CVV2/CVC2/CID number;
  4. Do not electronically store on any system, computer file or server, any unencrypted credit card data;
  5. Do not electronically store any credit card data on laptop or PC's;
  6. Do not share user IDs for systems access;
  7. Never acquire or disclose any cardholder's data without the cardholder's consent;
  8. Do not use Paciolan TRes product (via SB Client) to process, transmit or look-up credit card data; and
  9. Do not perform any credit card related functions (Process, transmit or look-up) via the Pac7 interface with the check box for "Use Encrypted Card Reader" unchecked within the payment options under Pac7 controls.
- ii. Customer and Customer Personnel will do the following:
  1. Store all physical documents containing credit card data in a locked drawer, locked file cabinet, or locked office;

2. Maintain strict control over the internal and external distribution that contains credit card data;
3. Change vendor supplied or default passwords;
4. Ensure that passwords conform with Paciolan's information security rules and recommendations"
  - a. Require all passwords to be at least 7 characters in length;
  - b. Require complex passwords, consisting of both numeric and alphabetic characters; and
  - c. Require that new passwords for operator user accounts cannot be the same as the four previously used passwords.
5. Properly dispose of any media containing credit card data;
6. If Customer receives an unencrypted email from a customer with credit card data notify the customer that they should no longer send this information via email and delete email immediately;
7. Process all credit card related transactions only using the Pac7 application via the ID Tech SRedKey device only;
8. Establish, publish and maintain an information security policy for Customer Personnel and disseminate to all relevant Customer Personnel. Review and update such policy at least annually; and
9. Ensure all users of the Services and handling functions related to credit cards, review this Addendum and acknowledge the responsibilities.

**e.** Customer's or Customer Personnel's failure to comply with this Addendum may result in (i) loss of Customer's ability to process credit card transactions, (ii) substantial fines and (iii) increased auditing requirements if such failure results in a data breach of the credit card information. If Customer or Customer Personnel breach any term of this Addendum, Paciolan may suspend or terminate this Addendum and the Services.

**f.** If Paciolan is required to undertake remedial action and/or incur penalties, costs and expenses due to Customer's failure to perform its obligations under this Addendum or Customer's breach of this Addendum, then Customer will reimburse Paciolan for such penalties, expenses and costs. For the purposes of this section, remedial action may include, without limitation, improvements to Customer security measures; notice to individuals, credit reporting agencies, public authorities and other entities; Paciolan service support; credit monitoring and defense and satisfaction of third party claims.

**g.** To the maximum extent permissible under applicable law, Customer agrees to defend, indemnify and hold harmless Paciolan, its affiliates, and each of their respective directors, officers, managers, employees, members, shareholders and agents and all of their respective successors and permitted assigns (collectively, the "Indemnitees"), against, and to hold the Indemnitees harmless from, any and all judgments, expenses, fines, penalties, or other losses which may be suffered by, imposed on, or incurred by any of the Indemnitees as a result of: (a) any breach of this Addendum by Customer or its agents, subcontractors or employees and (b) Customer's violation of any laws, including, without limitation, all applicable federal, state and foreign privacy and data protection laws.

**h.** Customer shall provide Paciolan with reasonable access to Customer's applicable facilities, personnel and records to conduct a review of Customer's compliance with this Addendum.

## **5. Accertify Products and Services**

The following terms and conditions shall be applicable to the Accertify (an American Express company) Fraud Mitigation Third Party Software subscription services and related Professional Services ("Accertify Products").

**a.** Customer shall receive custom ruleset work and semi-annual chargeback training. Training to be scheduled soon after Accertify Products enablement, upon mutual agreement of the parties. Training sessions will be provided online via the web, unless explicitly agreed upon by Customer and Paciolan. Travel expenses (airfare, meals, lodging, etc.) will be separately billed to Customer as incurred in accordance with the Agreement.

**b.** "Consumer Data" means all personally identifiable information and data provided by Customer to Paciolan in connection with the Accertify Products. Customer owns all Consumer Data, provided by or on behalf of Customer to Accertify via Paciolan in connection with the Accertify Products. Accertify may use the data provided by Customer solely: (a) for the purposes of provision of the Accertify Products, (b) in aggregated form, such that the identity of Customer and Customer's customers is not ascertainable; and (c) in aggregated or disaggregated form, to improve Accertify's existing products and services (including data modeling) or to develop new products, services, and models for resale to Accertify's clients. In all cases, such use shall comply with all applicable laws. Customer hereby permits Accertify to disclose all data, including transaction event data, Customer reference table data, and Consumer Data, provided by or on behalf of Customer to Accertify via Paciolan in connection with the Accertify Products to Accertify affiliates for the sole purpose of developing and providing their products and services associated with reducing fraud, provided that any and all such data is disclosed in aggregate and cannot be linked to or identify any particular individual. In all cases, such data shall not be disclosed to any unaffiliated third party or used for marketing activities directed at Customer's customers. Any data provided by or on behalf of Customer will not otherwise be disclosed to third parties other than Accertify affiliates without Customer's prior written authorization. By ordering the Accertify Products, Customer hereby instructs Accertify and its affiliates to disclose all data included in the Accertify Products to Accertify and its affiliates for the provision of the Accertify Products, for the detection of fraud in cardmember information, for detecting other improper uses of cardmember information and to take steps to prevent fraud or improper uses of cardmember information.

c. Customer shall provide the data (including Consumer Data) to Paciolan in accordance and compliance 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. Customer has obtained the requisite approvals, authorizations and/or consents necessary for the provision and processing of the data, including Consumer Data, via the Accertify Products as contemplated hereunder. Customer shall comply with all applicable laws, rules and/or regulations including, without limitation, laws relating to privacy and data security, with respect to Customer's use of or receipt of services from Paciolan relating to, the Accertify Products. As between the parties, Customer is responsible for the content and legality of all data provided to Paciolan, including Consumer Data, and will retain ownership of Consumer Data. Customer must not transmit to Accertify via Paciolan any data related to the health, trade union membership, racial or ethnic origin, sex life, criminal record or criminal allegations, political opinions or religious or philosophical beliefs of a data subject (sometimes referred to as sensitive data) or any other data for which transmission is prohibited by applicable law.

EXHIBIT C: INVESTMENT ADDENDUM

Qty	Description
	<p><b>Paciolan Software Subscription Services</b></p> <ul style="list-style-type: none"><li>1 Ticketing Software wData Account</li><li>1 Access Management Software</li><li>1 eCommerce Software</li></ul> <p><b>Third Party Software Subscription Services (also referred to as Application Services under the Agreement)</b></p> <ul style="list-style-type: none"><li>1 PAC Mail</li><li>1 Paciolan Reporting Software</li><li>1 Point2Point Encryption Annual Maintenance &amp; Encryption (8 devices)</li><li>1 Point2Point Encryption Annual Service</li><li>1 Accertify Fraud Mitigation Tier 2 Support Services</li><li>1 TixTrack Professional</li></ul>
<b>ADDITIONAL TERMS</b>	
<p><b>Paciolan Software subscription services (Hosted Services)</b></p> <p>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.</p> <p><b>PAC Mail (Oracle Eloqua Cloud Services)</b></p> <p>Paciolan will configure up to two email templates using Customer-provided creative assets. Customer will receive 1 remote training session, which may be done in a group setting. Additional training sessions or services will be billed at then current rates via a separate Statement of Work.</p> <p><b>Cloud Services Agreement</b></p> <p>Use of the PAC Mail Third Party Software subscription services (Application Services) shall be subject to the Oracle Cloud Services Agreement available at <a href="http://www.oracle.com/contracts">www.oracle.com/contracts</a></p> <p><b>Cookies</b></p> <p>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 <a href="http://www.oracle.com/contracts">http://www.oracle.com/contracts</a>), 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.</p> <p><b>Privacy and Optional Additional Applications</b></p> <p>The PAC Mail 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.</p> <p><b>Access Management</b></p> <p>Customer is responsible for venue infrastructure to support system equipment storage and transport, network connectivity, and Wi-Fi signal coverage, and will procure and install any related materials, furnishings, data cabling, electrical wiring, and technology needs.</p> <p><b>TixTrack Professional</b></p> <p>Customer shall have access to TixTrack Professional (TTP) Software Subscription Services, which includes an unlimited number of users, unlimited scalings and unlimited number of events. Onboarding/implementation and servicing of Customer using the will be provided directly by Paciolan's third party service provider, TixTrack. Paciolan may terminate the TixTrack Subscription Service upon written notice to Customer due to permanent unavailability of the subscription services from Paciolan's service provider.</p> <p><b>Features/Functionality</b></p> <p>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.</p>	

**TRANSACTION FEES (CAD)**

Description	Term
<b>Single Ticket or Misc. Item (1) for Concerts/Family Events/Special Events</b>	
Per Ticket Sold or Misc. Item via the System with a face value of \$0.01 up to \$14.99	\$1.00
Per Ticket Sold or Misc. Item via the System with a face value of \$15.00 up to \$29.99	\$2.00
Per Ticket Sold or Misc. Item via the System with a face value of \$30.00 up to \$59.99	\$4.00
Per Ticket Sold or Misc. Item via the System with a face value of \$60.00 up to \$89.99	\$5.00
Per Ticket Sold or Misc. Item via the System with a face value of \$90.00 & above	\$6.00
<b>Note: Above fees subject to a \$0.05 annual increase</b>	
<b>Single Ticket or Misc. Item (1) for Greyhound Hockey Events</b>	
Per Ticket Sold or Misc. Item via e.Venue with a face value of \$0.01 up to \$14.99	\$1.25
Per Ticket Sold or Misc. Item via e.Venue with a face value of \$15.00 up to \$29.99	\$2.00
Per Ticket Sold or Misc. Item via e.Venue with a face value of \$30.00 up to \$59.99	\$3.00
Per Ticket Sold or Misc. Item via e.Venue with a face value of \$60.00 up to \$89.99	\$4.00
Per Ticket Sold or Misc. Item via e.Venue with a face value of \$90.00 & above	\$5.00
<b>Note: Above fees subject to a \$0.05 annual increase</b>	
<b>Box Office Single Ticket Item (1)</b>	
Per Ticket Sold via Customer Box Office for Greyhound Hockey Events	\$0.20
<b>Note: Above fee subject to a \$0.05 annual increase</b>	
<b>New Combo / Multiple Event Items / Season Tickets (2)</b>	
Per Combo / Multiple Event Item Sold via the System for Concerts/Family Events/Special Events	\$4.00
Per Combo / Multiple Event Item Sold via e.Venue for Greyhound Hockey Events	\$4.00
<b>Note: Above fees subject to a \$0.05 annual increase</b>	
<b>Season Renewals / Application Packages (3)</b>	
Per Season Renewal Order or Application processed via e.Venue (Note - includes 1st payment processed)	\$4.00
<b>Note: Above fee subject to a \$0.05 annual increase</b>	
<b>Bulk Renewal Processing</b>	
Per Bill Plan Payment copy processed via the System	\$4.00
<b>Payment Plan Options</b>	
Per additional payments processed via e.Venue	Waived
<b>Electronic Transfer</b>	
Per Single Ticket transfer processed via e.Venue	Waived
<b>Electronic Returns</b>	
Per Single Ticket returns processed via e.Venue	Waived
<b>Electronic Ticket / Item Delivery from e.Venue and Back Office System (4)</b>	
Per Order utilizing Print at Home	Waived
Per Order utilizing Patron ID Card/Device	Waived
<b>e.Venue Guaranteed Minimum Annual Fee (5)</b>	\$22,500
<b>Processing fee for all sales paid via credit card (6)</b>	3.00%
Refunded Credit Card Sales: processing fees for refunded credit card sales are \$0.75 per order	
<p>1 Per Ticket or Misc./Value Item Fee is based on the purchase price of each Ticket or Misc./Value Item transacted through the System and/or e.Venue including non-ticket items such as merchandise. Zero-priced items sold will not be charged a fee.</p> <p>2 Per Combo/Multiple Event Items Fee is based on the purchase price of each Combo/Multiple Event Item (including New Season or Subscription Tickets, Multiple Event Items, Mini Plans, and Designer Series) transacted through e.Venue. Fees will be applied per Combo Item, not per the number of events each combo item represents. Additional Tickets or Value Items sold in conjunction with a Combo Item will be charged at the applicable single Ticket or Value Item rate.</p> <p>3 Additional Tickets or Value Items (i.e., items not being renewed) sold on application will be charged at the applicable single Ticket or Value Item rate.</p> <p>4 Fees apply to orders assigning items to an electronic delivery method. Back Office systems include tRes and PAC7.</p> <p>5 Minimum Annual Fee period will begin on July 1st and end on June 30th of each year, prorated from date site is implemented.</p> <p>6 Settlement shall occur Friday of each week for all sales that occurred the Monday through Sunday of the preceding week.</p>	