

## MASTER SOFTWARE AND SERVICES AGREEMENT

This MASTER SOFTWARE AND SERVICES AGREEMENT (this "Agreement") shall be effective as of \_\_\_\_\_ (the "Effective Date") by and between Paciolan, LLC with a principal place of business at 5171 California Avenue, Suite 200, Irvine, CA 92617 ("Paciolan") and University of New Mexico with a principal place of business at \_\_\_\_\_ ("Customer").

WHEREAS, with its request for proposal number RFP-2032-18, Customer solicited proposals and Paciolan responded with an offer to provide UNM Athletics and Popejoy/Performing Arts Ticket sales and services; and

WHEREAS, Customer selected Paciolan's proposal as being one of the most advantageous to provide such services and awarded the work to Paciolan; and

WHEREAS, Customer and Paciolan wish to enter into an agreement according to the terms and conditions set forth herein.

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.

(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, Dreamstyle Arena, Dreamstyle Stadium, Track/Soccer Stadium, Santa Ana Star Field, Lobo Softball Field, Carlisle Studio, Experimental Theatre "X", Keller Hall, Popejoy Hall, Rodey Theatre, Johnson Center 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 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 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 may renew for subsequent periods (each a "Renewal Term") upon mutual written agreement of the parties. 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 breach and thirty (30) business days 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.

(D) Transition. At Customer's election upon written notice to Paciolan, Paciolan will continue to provide the System as set forth herein for not more than six (6) months (unless otherwise agreed by Paciolan) following the scheduled expiration or termination of this Agreement (the "Transition Period"). During the Transition Period, the terms and conditions of this Agreement will continue in full force and effect and Paciolan will provide Customer with commercially reasonable assistance and Professional Services in transitioning the Company Data to an alternate provider. At the end of such Transition Period, Paciolan will invoice Customer for the System provided during such period, with the fees for such System to be invoiced at the rates set forth in this Agreement.

(E) Appropriations. The terms of the Agreement and any Addendums are contingent upon sufficient appropriations and authorization being made by the Regents of the University of New Mexico or other sponsoring agency for the performance of this Agreement. If sufficient appropriations and authorization are not made, Customer will provide written notice to Paciolan as soon as it has knowledge of the lack of appropriations and/or authorization, and this Agreement and the Addendums will terminate, provided that Customer shall comply with Section 3(D) through expiration of the then current Term.

### 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, disassemble, re-manufacture, re-configure, enhance, modify, create derivative works, decompile or reverse engineer the Software in any way nor merge the Software into any other program for any purpose, or (c) 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 and information contained therein, and any information, methods, formulae, techniques, processes, system 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 the 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.

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 Content are subject to Customer's prior written approval. Paciolan specifically acknowledges that the Customer Marks and Customer Content and all rights therein belong exclusively to Customer and that the Agreement, other than as specifically provided for herein, does not confer upon Paciolan any other rights or other 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. The Site and all of its supporting infrastructure and all of its support staff and related services shall be located in the United States.

6. **Hardware.** Paciolan shall provide to Customer the Hardware listed on the Investment Addendum. All right, 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 same 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, except where impermissible under the law.

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.

(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 the 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) **Athletics Annual Credit.** In connection with Customer's use of the System for athletic Events, Paciolan shall provide Customer with an annual credit of \$10,000 during the Term for each collegiate year (July 1-June 30) for the purchase of additional Software, Hardware, Professional Services and subscription services pursuant to this Agreement and/or digital marketing services pursuant to separate order forms/ agreements, which annual credit shall expire at the end of each collegiate year and will not carryover to the subsequent collegiate year (i.e. "use it or lose it").

(F) **Popejoy Annual Credit.** In connection with Customer's use of the System for Events at the Popejoy Hall Facility, Paciolan shall provide Customer with an annual credit of \$10,000 during the Term for each collegiate year (July 1 - June 30) for the purchase of additional Software, Hardware, Professional Services and subscription services pursuant to this Agreement and/or digital marketing services pursuant to separate order forms/ agreements, which annual credit shall expire at the end of each 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, 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. Except as impermissible under the law, 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. Each party shall not 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, 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, 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 as it employs with respect to its own Confidential Information of like importance. 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 laws regarding public inspection of records and open government)), notice of deposition or other legal or regulatory proceeding, such party receiving the request agrees to 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 PCI Compliance.

(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 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. 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) it, 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 its 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 is responsible 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 the Agreement.

(C) PCI Compliance. Paciolan will only recommend and/or assist in deploying Payment Card Industry (PCI) software and hardware solutions that are designed to keep Customer's network out of scope, under the meaning of scope established by the PCI Security Standards Council (SSC). Paciolan will achieve and maintain compliance with any and all applicable PCI standards in effect for Service Providers, at the time of Customer's implementation of PCI hardware and software solutions, and that all such solutions will be denoted by the SSC as "acceptable for new deployments" on the PCI SSC web site. Upon Customer's written request, Paciolan will provide Customer with evidence of its compliance with PCI standards at least annually and whenever substantial changes to Paciolan PCI hardware and/or software solutions are implemented or updated. Paciolan acknowledges that Paciolan is responsible for implementing and maintaining security measures, within its scope as a Service Provider, that comply with the PCI SSC's published standards for the security of cardholder data that Paciolan collects, 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) or Internal Security Assessors (ISAs) with a current PCI Report on Compliance (ROC) at Paciolan's sole expense. Paciolan will not be liable for the disclosure, 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 current PCI controls, to protect against unauthorized access to, and use of, cardholder data.

(D) NMDBNA. Paciolan shall comply with the New Mexico Data Breach Notification Act. ("NMDBNA") to extent applicable to Paciolan as a processor of Customer Data.

## 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 ONE MILLION FOUR HUNDRED THOUSAND DOLLARS. NOTWITHSTANDING THE ABOVE, AS BETWEEN THE PARTIES, EACH PARTY ACKNOWLEDGES THAT IT WILL BE RESPONSIBLE FOR CLAIMS OR DAMAGES ARISING FROM PERSONAL INJURY OR DAMAGE TO PERSONS OR TANGIBLE PROPERTY TO THE EXTENT THEY RESULT FROM THE NEGLIGENCE OF ITS EMPLOYEES. PACIOLAN UNDERSTANDS THAT THE CUSTOMER IS

NOT INDEMNIFYING PACIOLAN FOR THE ACTS OR OMISSIONS OF THE CUSTOMER, ITS EMPLOYEES, OR STUDENTS. THE LIABILITY OF CUSTOMER SHALL BE SUBJECT IN ALL CASES TO THE IMMUNITIES AND LIMITATIONS OF THE NEW MEXICO TORT CLAIMS ACT, SECTIONS 41-4-1 ET SEQ. NMSA 1978, AS AMENDED.

13. Infringement Indemnity. Paciolan shall indemnify the Customer from and against any and all third party claims and liabilities (including without limitation, reasonable attorney's fees and costs), regardless of the form of action, arising out of or in connection with a claim that 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 action and all requested reasonable assistance to defend the same. Paciolan shall have no liability to indemnify, defend or hold harmless 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 11(B) 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.

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 as provided in 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.

electronic signatures shall be accepted as if the same were original signatures.

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 of information security incident must also be emailed electronically at [security@unm.edu](mailto:security@unm.edu) as soon as possible, but not later than 72 hours after detection or notification by a third party of a breach and/ or information security incident. Notices will be deemed effective the day of delivery. 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, 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

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


**PACIOLAN, LLC**

Signature:

Name:

Title:

Date:

  
\_\_\_\_\_  
Kimberly Dampin  
\_\_\_\_\_  
President & CEO  
\_\_\_\_\_  
12/20/18  
\_\_\_\_\_


**UNIVERSITY OF NEW MEXICO**

Signature:

Name:

Title:

Date:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[SIGNATURE PAGE TO MASTER SOFTWARE AND SERVICES AGREEMENT]

## EXHIBIT A: PACMAIL ADDENDUM

This PACMail Addendum ("Addendum") sets forth additional terms and conditions applicable to the license granted to the PACMAIL component of the Software. This Addendum shall be subject to the terms and conditions of the Agreement. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail.

### 1. Defined Terms.

"Advertising Materials" means the promotional and/or creative content of email messages sent under this Addendum on behalf of Customer.

"Collecting Entity" means the entity that collects email addresses for use under this Addendum.

"E-mail" or "email" means any electronic mail transmission (whether in the form of messages and/or files) that is sent or received by Customer through use of the PACMail Software.

"Landing Zone" or "landing zone" means the mutually agreed upon data format between Customer and Paciolan with respect to fields included, data types and delimiters.

"Notice to Users" means an online notice to Users describing the practices of Customer and/or their respective vendors regarding the collection, use and disclosure of email addresses, and the Opt Out Opportunity of such User. Where required by applicable law, "Notice to Users" also means notification to the appropriate governmental registrar or entity regarding the practices of Customer and/or its agents regarding the collection, use and disclosure of email addresses.

"Opt Out Opportunity" means an effective medium by which a User can notify Customer that the User declines to participate in the practices of Customer regarding the collection, use and disclosure of email addresses.

"Privacy Rules, Regulation 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 Licensed Services are rendered with respect to the privacy, the distribution of email messages, and data protection, including, without limitation, the New Mexico Data Breach Notification Act (NMDBNA), 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").

"User" means the person corresponding to an email address.

"User Consent" means: (i) for email addresses collected outside the United States, consent required under applicable law; and (ii)

for email addresses collected in the United States means an affirmative act by the User giving Customer or its agents/vendors permission to send promotional email messages to the User. User Consent may be given at the time that the Collecting Entity collects the email address or as otherwise proscribed by applicable law.

"Web Site" means any point of presence maintained on the Internet or on any other public data network.

### 2. Delivery of Licensed Services; Licenses.

(A) Delivery. Paciolan licenses proprietary technologies and processes to provide Customer with the "Licensed Services", which include an Internet-based, email marketing solution that allows Customer to send email promotional messages to fans, patrons or visitors (i.e. Users). The Licensed Services will be accessible to Customer through an Internet site hosted by Paciolan or its licensors at a URL to be designated by Paciolan from time to time (collectively, the "Site").

(B) Ownership; No Implied Licenses The Intellectual Property Rights in the "look and feel" of the Site and/or the content provided by Customer shall be owned by Customer; provided, however, that all of the Intellectual Property Rights in the underlying software utilized in connection with the Site, including, without limitation, the PACMail component of the Paciolan Software, shall be owned exclusively by Paciolan or its licensors. All Intellectual Property Rights in the Customer Marks (as defined below), shall be owned exclusively by Customer (it being understood that Paciolan shall have the right and license to utilize and display such Customer Mark to the extent necessary to include such names, logos and other Customer content on the Site. "Intellectual Property Rights" means worldwide rights associated with (i) inventions, including patents, patent applications and statutory invention registrations or certificates of invention, (ii) trademarks, service marks, domain names, trade dress, logos, and other brand or source distinctions, including related registrations and applications for registration, (iii) works of authorship, including copyright registrations, applications therefore, and moral rights, (iv) trade secrets and know-how, (v) divisions, continuations, renewals and re-issuances of the foregoing now existing or acquired in the future, and (vi) other intellectual property rights of any type throughout the world. Except as provided with respect to Customer License in Section 2(A), nothing set forth in this Addendum shall be deemed to grant or imply any license to the Site.

(C) Customer Marks. All proposed uses by Paciolan of the Customer trademarks, trade names, logos and other brand marks (collectively the "Customer Marks") are subject to Customer's prior approval. Paciolan specifically acknowledges that the Customer Marks and all rights therein belong exclusively to



Customer. Each page of the Site shall include an attribution to Paciolan. Paciolan reserves the right to modify this attribution from time to time during the term of this Addendum and update the attribution on the Site.

(D) Customer License. Paciolan hereby grants to Customer a non-exclusive, non-transferable license (the "Customer License") to access and use the Site and to conduct and use the Site for Customer's internal business purposes.

(E) License Restrictions. The Customer License shall be subject to the following restrictions: (i) Customer shall access and use the Site only for the intended uses and purposes for which the Site is designed; (ii) Customer shall not knowingly permit any person, other than its authorized employees, agents or contractors who have been assigned passwords by its system administrator, to access the Site; (iii) Customer shall not have any access to the source code to the Site and shall not reverse engineer, reverse assemble, decompile or otherwise derive source code from the Site; (iv) the Customer shall not remove, modify or obscure any copyright, trademark, patent and other proprietary notices that appear on the Site, or during the use of such solution; and (v) except as set forth herein, the Customer shall not rent, lease or lend the Site to any third party.

3. Customer Representations. Customer represents and warrants that: (a) Customer has the right to enter into this Addendum and fully perform the obligations herein; (b) there is no contract, commitment or agreement to which Customer is a party that conflicts with this Addendum; (c) Customer shall comply with all applicable laws (including, but not limited to, applicable Privacy Rules, Regulations and Principles); and (d) Customer has the skill and experience necessary to perform the services contemplated by this Addendum in a professional manner. Customer further represents that: (i) Customer has all authority, by ownership, license or otherwise, to use and publish the entire content of the Advertising Materials; and (ii) Customer or its agents has the right, either by ownership or license, to use, publish and supply to Paciolan the email addresses contemplated hereunder. Customer hereby expressly disclaims any representations and warranties by Paciolan's licensor of the Licensed Services to Customer, and all liability of such licensor to Customer.

4. Customer Responsibilities. Customer agrees to:

(A) Update Customer's corporate ticket sales web site with marketing information regarding the Site;

(B) Establish a client login button, if applicable, on Customer's corporate web site that will transport the client (i.e. customer of Customer) to the Site;

(C) Not permit any service competitive with the Site as it relates to the venue(s) located at Customer's campus, Dreamstyle Arena, Dreamstyle Stadium, Track/Soccer Stadium, Santa Ana Star Field, Lobo Softball Field, Carlisle Studio, Experimental Theatre "X", Keller Hall, Popejoy Hall, Rodey Theatre, Johnson Center and their successor venues.

to originate from or be accessed by the Customer's ticket sales Website;

(D) Not use the Software or services provided hereunder to promote the offerings of any third party ticketing solutions provider, except as expressly approved by Paciolan in writing; and

(E) Further ensure that its privacy policy, as may be amended from time to time, complies with all applicable state and federal laws, rules and regulations, including, without limitation, Privacy Rules, Regulations and Principles. Customer shall publish its standard privacy policy in a prominent location on the Site for viewing by clients and shall provide adequate notice, disclosure and choice to clients regarding its collection, use and disclosure of client information.

(F) Agrees that, in connection with its use of the Licensed Services and PACMail Software and without limiting the generality of the obligations of Customer contained elsewhere herein, Customer shall ensure that (i) Customer's use of the Licensed Services and PACMail Software, including email addresses, under this Addendum will not violate any applicable Privacy Rules, Regulations or Principles, (ii) for all email addresses used by Customer under this Addendum, the User will have been given a Notice to Users and an Opt Out Opportunity, and the User will have given his or her User Consent, as appropriate for the country or residence of such User, and (iii) Customer will not send unlawful or unsolicited email (commonly known as "spam" or "junk" mail).

(G) Conduct business in a manner which reflects favorably at all times on the goodwill and reputation of Paciolan, and will avoid deceptive, misleading and unethical practices.

5. Additional Terms. In the event that Paciolan becomes aware of or believes in Paciolan's reasonable judgment, based on Paciolan's information from carriers of email messages or other industry self regulatory organization or other industry overseer, that any email activity delivery by Paciolan or Customer for Customer under this Addendum includes messages to Users in violation of the terms of this Addendum, Paciolan shall have the right to take any and all of the actions described below in this section until such time as Paciolan can confirm the compliance of Customer with this Addendum. Paciolan will immediately notify Customer of such noncompliance and allow Customer to join the actions to confirm such compliance. In the event that Paciolan determines, after consultation with Customer, that email activity included messages to Users in violation of this Addendum, then: (a) Paciolan may cease further email activity for the particular mailing upon notice to Customer; (b) Paciolan may cease to service Customer until such time as Paciolan reasonably assures itself that Customer's information and email messages are and will continue to comply with this Addendum; (c) if Paciolan believes, in its sole discretion and reasonable judgment, that as a result of continued services to Customer, Paciolan may be restricted from distributing emails over certain networks or be "blacklisted" by an industry self regulatory organization or other industry overseers, Paciolan may cease to provide any further service to Customer until such time as Paciolan can be reasonably

assured that, by continued services to Customer, such industry self regulatory organization or other industry overseer will not restrict Paciolan from distributing emails over certain networks, blacklist Paciolan or otherwise interrupt service to or from Paciolan. Paciolan and Customer will work diligently to resolve any issues in this area to the benefit of all parties. Paciolan shall not have any right to discontinue the services hereunder if such restriction or blacklisting is a result of anything other than Paciolan's service to Customer (e.g. for Paciolan's services to its other customers, or for general trends among privacy interest groups). If during any six (6) month period, the actions or failures of Customer give rise to the right of Paciolan with respect to three (3) separate campaigns to rightfully discontinue services pursuant to this Addendum, Paciolan shall have the right to provide Customer with a non-service notice, which notice shall inform Customer that it has thirty (30) days to provide to Paciolan a written plan to remedy the failures as described above (a "Remedy Plan"). In the event that (a) Paciolan does not receive a Remedy Plan, or (b) during the ninety (90) days following receipt of the Remedy Plan another action or failure of Customer gives rise to the right of Paciolan to discontinue services with respect to Customer pursuant to this Addendum, Paciolan shall have the right to provide Customer with a non-service termination notice, which notice shall inform Customer that it has thirty (30) days from such notice to notify Paciolan of Customer election to either commence self services of the product (such self service to commence within 180 days of the notice or such other date as the parties may determine), or terminate this Addendum. In the event of termination of this Addendum pursuant to this section, Paciolan will continue to service opt-in clients of Customer 180 days from notice by Customer of its election to terminate.

6. **Responsibility.** As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from the negligence of its employees. Paciolan understands that the Customer is not indemnifying Paciolan for the acts or omissions of Customer, its employees, or students. The liability of the University of New Mexico shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978, as amended.

7. **Transition.** At no additional charge, Paciolan may transition Customer to services provided by a different third party that are similar to the Licensed Services under similar terms and conditions, subject to such third party's required pass through terms and conditions.

EXHIBIT B: INVESTMENT ADDENDUM

**HARDWARE - Athletics**

**Qty Description**

**Hardware Point-of-Sale Stations**

- 24 BOCA Lemur-S +46 Ticket Printer (w/cutter) 300dpi, RADJW-2
- 24 USB 2.0 AB Printer Cable
- 30 Credit Card Swipe

**Hardware - Other**

- 10 Personal Computer Provided by Customer

Minimum PC Requirements:

Windows 7/8 (64bit processor) Operating System

Google Chrome or IE 10 Internet Browser, Intel Pentium Processor G2020 (2.9GHz)

or greater (or equiv. competitor chip), 8GB RAM min for 64bit OS, 50GB Free Disk Space,

Video - Integrated HD Graphics, 2 USB ports, Parallel port and Serial port

- 10 Virtual SSL VPN License

**Access Management Hardware**

- 20 Janam XT2+ Rugged Mobile Computer w/ABGN Radio, 2D, Extended Battery
- 1 USB Cable Cup
- 1 1-slot Charger
- 5 4-Slot Charger - only Cradle Kit
- 4 XT2 Series - Lithium Ion Battery Pack (4000 mAh)
- 1 4-Slot battery charging station
- 20 Lanyard/Neck strap
- 1 Server - Hosted

**HARDWARE - Popejoy Hall****Qty Description****Hardware Point-of-Sale Stations**

- 11 BOCA Lemur-S +46 Ticket Printer (w/cutter) 300dpi, RADJW-2
- 11 USB 2.0 AB Printer Cable
- 11 Credit Card Swipe

**Hardware - Other**

- 11 Personal Computer Provided by Customer

**Minimum PC Requirements:**

Windows 7/8 (64bit processor) Operating System

Google Chrome or IE 10 Internet Browser, Intel Pentium Processor G2020 (2.9GHz)

or greater (or equiv. competitor chip), 8GB RAM min for 64bit OS, 50GB Free Disk Space,

Video - Integrated HD Graphics, 2 USB ports, Parallel port and Serial port

- 11 Virtual SSL VPN License

**Access Management Hardware**

- 15 Janam XT2+ Rugged Mobile Computer w/ABGN Radio, 2D, Extended Battery
- 1 USB Cable Cup
- 3 1-slot Charger
- 3 4-Slot Charger - only Cradle Kit
- 4 XT2 Series - Lithium Ion Battery Pack (4000 mAh)
- 1 4-Slot battery charging station
- 15 Lanyard/Neck strap

**SOFTWARE - Athletics/Popejoy Hall****Qty Description****Paciolan Software Subscription Services**

- 1 Ticketing Software wData Account
- 1 Fundraising Software
- 1 Access Management Software
- 1 eCommerce Software

**Paciolan Software License**

- 35 Access Management Handheld Software License

**Third Party Software Subscription Services**

- 1 PACMail
- 1 Paciolan Reporting Software
- 1 Point2Point Encryption Annual Maintenance & Encryption
- 1 Point2Point Encryption Annual Service

**Third Party Software License**

- 21 SB+ Client Windows/GUI Emulation\Software License
- 9 Credit Card Authorization - Merchant ID
- 35 Microsoft Windows Device CAL for Access Management
- 1 Microsoft SQL Express Server License

**SUBSCRIPTION SERVICES - Athletics/Popejoy Hall**

**Qty Description**

**Annual Professional Services Subscription**

1 Salesforce.com (SFDC) CRM Administration Service (1 instance of SFDC)

**PROFESSIONAL SERVICES\* - Athletics/Popejoy Hall**

**Description**

Project Management

Hosted Setup

Installation and Configuration

Ticketing Implementation, Training, Consulting & Reporting

PAC Fund Implementation, Training, Consulting & Reporting  
Consumer side of PAC Fund

Access Management Implementation, Training & Consulting

eCommerce Implementation, Training & Consulting (each for Athletics, Popejoy/Performing Arts & UNM Central Ticket Office)

SFDC Implementation & Training

Seats 3D (Football, Men's Basketball and Women's Basketball)

Seats 3D (Popejoy Hall)

Ticketing Data Conversion Services (Standard - Predefined Fields)

Development Data Conversion Services (Standard - Predefined Fields)

*Note: Summary conversions do not include payment transactional information and will not be run mid-season. Any deviation from this process will require a Statement of Work for a Custom Data Conversion Program.*

\* Travel expenses (airfare, meals, lodging, etc.), customs, import taxes, and/or brokerage fees will be billed separately to Customer as incurred.

## 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.

### **SalesForce.Com**

Customer will receive 1 in-person 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.

### **Access Management**

Quoted amounts for Access Management are estimates based on preliminary Customer project scope and Paciolan site assessment visit if it has occurred.

Access Management solution delivery may be completed in phases for multi-venue and/or multi-activity implementations. 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.

Paciolan will provide assembly/installation guidance and performs software configuration for Paciolan-supplied wireless APs. Paciolan supports the Access Management solution only with approved system hardware and software configurations.

The system is delivered with components intended for single-purpose use. To assure performance and compatibility, any equipment or system configurations from other sources must be endorsed by Paciolan. Installation and troubleshooting support for components, setups, or alternative uses not supplied by Paciolan will be limited and may incur additional costs.

### **Visualization**

The Visualization Paciolan Software subscription services and Professional Services may be provided by Paciolan's subsidiary, Ballena Technologies, LLC. Paciolan agrees to develop, host and provide 3D visualizations of Dreamstyle Stadium/Football, The Pit/Men's Basketball & Women's Basketball and Popejoy Hall (the "Venue") specifically for use by Customer (the "Customizations") in accordance with the Investment Addendum. Any additional future updates, designs or visualization modifications by Paciolan to Customizations during the term of this Addendum, as requested by Customer shall be at Paciolan's then current Professional Services rates. Customer acknowledges and agrees that any 3D visualizations provided by Paciolan as a Customizations are approximate representations only and based only upon such information and data as is available to Paciolan by Customer and/or its third party vendors and partners. Paciolan is not liable for any claim action, costs, damages, fees or other adverse action from any Customer, client, consumer or other third party arising from any such use of or access to any Customization by such third party. The Customizations shall constitute Paciolan Software under the Agreement and all rights, title and interest in the Customizations shall remain with Paciolan. In no event will Customer use the Customizations for integration into other Customer or third party programs or systems or purpose other than so stated herein without the expressed written permission of Paciolan. Customer trademarks and logos ("Customer Marks"), design, product identification, decals and artwork ("Customer Content") displayed in connection with the Customizations shall be and remain the property of Customer, provided, however, that Customer grants Paciolan the right and license to use of such Customer Marks and Customer Content as may be reasonably necessary for completion of the Customizations contemplated herein. Customer will make available four tickets to the Venue to Paciolan upon reasonable request and availability, for not more than two games or events during the course of the calendar year, during the Term. Paciolan shall provide customer with up to 10 hours of services per year to be used towards Seats3D or SMRS modeling and/or development changes pursuant to a separate Statement of Work. Such services shall expire on June 30th of each year and shall not carry over (i.e. use it or lose it).

## TRANSACTION FEES - Athletics

Description	Term
<b>Single Ticket or Value/Misc. Item (1)</b>	
Per Ticket or Value/Misc. Item Sold via e.Venue with a face value of \$0.00 up to \$19.99	\$1.00
Per Ticket or Value/Misc. Item Sold via e.Venue with a face value of \$20.00 up to \$29.99	\$2.00
Per Ticket or Value/Misc. Item Sold via e.Venue with a face value of \$30.00 up to \$39.99	\$3.00
Per Ticket or Value/Misc. Item Sold via e.Venue with a face value of \$40.00 and above	\$4.00
<b>Renewals / Application Packages</b>	
Per Season Renewal Order or Application processed via e.Venue (Note - includes 1st payment processed)	\$5.00
<b>Item Packages (2)</b>	
Maximum Fee Per an Item Package	Waived
<b>New Combo / Multiple Event Items / Season Tickets (3)</b>	
Per Price of Combo / Multiple Event Item Sold via e.Venue	Waived
<b>Student Season Tickets</b>	
Per Combo / Multiple Event Item Sold via e.Venue	Waived
<b>SRMS Payment Processing</b>	
Per payment transactions processed via e.Venue	Waived
<b>Electronic Transfer</b>	
Per Order transfer processed via e.Venue	Waived
<b>e.Check Transactions</b>	
Per Check electronically processed	Waived
<b>Electronic Ticket / Item Delivery from e.Venue and Back Office System (4)</b>	
Per Order utilizing Print at Home or Mobile Delivery	Waived
Per Order utilizing Patron ID Card/Device	Waived
<b>e.Venue Guaranteed Minimum Annual Fee (5)</b>	Waived
<b>Non-Athletic Events (1)</b>	
Per Ticket or Value/Misc. Item Sold via e.Venue with a face value of \$0.00 up to \$19.99	\$1.00
Per Ticket or Value/Misc. Item Sold via e.Venue with a face value of \$20.00 up to \$29.99	\$2.00
Per Ticket or Value/Misc. Item Sold via e.Venue with a face value of \$30.00 up to \$39.99	\$3.00
Per Ticket or Value/Misc. Item Sold via e.Venue with a face value of \$40.00 and above	\$4.00

- 1 Per Ticket or Value Item Fee is based on the purchase of each Ticket or Value Item transacted through e.Venue, including non-ticket items such as merchandise. Student Single Tickets and Student Guest Tickets will not be charged a fee. Zero-priced or complementary items will not be charged a fee. Value/Miscellaneous item excludes gift certificates.
- 2 Single Ticket or Value/Misc. Item fees apply to each item within an Item Package, up to the Maximum Fee Per an Item Package.
- 3 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.
- 4 Back Office systems include tRes and Pac7 or higher Order Management/Item Sales
- 5 Minimum Annual Fee period will begin on July 1st and end on June 30th of each year, prorated from date site is implemented.

## TRANSACTION FEES - Popejoy Hall

Description	Term
<b>Single Ticket or Value/Misc. Item (1)</b>	
Per Ticket or Value/Misc. Item Sold via e.Venue with a face value of \$0.00 up to \$19.99	\$1.00
Per Ticket or Value/Misc. Item Sold via e.Venue with a face value of \$20.00 up to \$29.99	\$2.00
Per Ticket or Value/Misc. Item Sold via e.Venue with a face value of \$30.00 up to \$39.99	\$3.00
Per Ticket or Value/Misc. Item Sold via e.Venue with a face value of \$40.00 and above	\$4.00
<b>Single Ticket or Value/Misc. Item for Popejoy Schoolltime Series</b>	Waived
Note: Customer must provide Paciolan with the season/event codes to ensure fees are waived	
<b>Group Ticket</b>	
Per Group Ticket sold via e.Venue	Waived
Note: Customer must provide Paciolan with the season/event codes to ensure fees are waived	
<b>Renewals / Application Packages</b>	
Per Season Renewal Order or Application processed via e.Venue (Note - includes 1st payment processed)	Waived
<b>Item Packages (2)</b>	
Maximum Fee Per an Item Package	Waived
<b>New Combo / Multiple Event Items / Season Tickets (3)</b>	
Per Price of Combo / Multiple Event Item Sold via e.Venue	Waived
<b>Student Season Tickets</b>	
Per Combo / Multiple Event Item Sold via e.Venue	Waived
<b>SRMS Payment Processing</b>	
Per payment transactions processed via e.Venue	Waived
<b>Electronic Transfer</b>	
Per Order transfer processed via e.Venue	Waived
<b>e.Check Transactions</b>	
Per Check electronically processed	Waived
<b>Electronic Ticket / Item Delivery from e.Venue and Back Office System (4)</b>	
Per Order utilizing Print at Home or Mobile Delivery	Waived
Per Order utilizing Patron ID Card/Device	Waived
<b>e.Venue Guaranteed Minimum Annual Fee (5)</b>	Waived
<b>Optional Fees</b>	
Per Ticket or Value/Misc. Item Sold via Phone by Paciolan	\$4.00
Per Order fulfilled by Paciolan	\$2.50
Per Order shipped 2 day express mail by Paciolan	\$18.00

- 1 Per Ticket or Value Item Fee is based on the purchase of each Ticket or Value Item transacted through e.Venue, including non-ticket items such as merchandise. Student Single Tickets and Student Guest Tickets will not be charged a fee. Zero-priced or complementary items will not be charged a fee. Value/Miscellaneous item excludes gift certificates.
- 2 Single Ticket or Value/Misc. Item fees apply to each item within an Item Package, up to the Maximum Fee Per an Item Package.
- 3 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.
- 4 Back Office systems include tRes and Pac7 or higher Order Management/Item Sales
- 5 Minimum Annual Fee period will begin on July 1st and end on June 30th of each year, prorated from date site is implemented.