Kenton County School District | *It's about ALL kids.*

THE KENTON COUNTY BOARD OF EDUCATION
1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017
TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531
WEBSITE: www.kenton.kyschools.us
Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:
9/2/2020

AGENDA ITEM (ACTION ITEM):
Consider/Approve Contract with GoFan paperless ticket platform for Scott High School for the 2020-2021 school year, with option for annual renewal

APPLICABLE BOARD POLICY:
01.1 Legal Status of the Board

HISTORY/BACKGROUND:
Scott High School would like to continue using GoFan for online ticket purchasing. GoFan adjusted their charging fee schedule and needs a new agreement to be signed to continue.

FISCAL/BUDGETARY IMPACT:
No budget impact to Scott High School

RECOMMENDATION:
Approval of contract with GoFan paperless ticket platform for Scott High School for the 2020-2021 school year, with option for annual renewal

CONTACT PERSON:
Casey Fisk

Principal/Administrator *District Administrator* *Superintendent*

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.
Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Cashless Preferred Proposal

School Name * Scott High School

School City & State * Taylor Mill (City) Kentucky (State)

Primary Contact * Casey (First Name) Fisk (Last Name)

Primary Contact Title * Athletic Director

Primary Contact Email * casey.fisk@kenton.kyschools.us
example@example.com

Financial Contact * Wendy (First Name) Smith (Last Name)

Financial Contact Email * wendy.smith@kenton.kyschools.us
example@example.com

Term

- July 1, 2020 to June 30, 2021
- School option for annual renewal

Digital Ticket Sales

- Custom school ticketing page to be used for athletics, performing arts and/or additional school events.

- Online Ticket Sales
- Season Ticket Sales
- Onsite Ticket Sales (Box Office)

Event Reporting

- Real-time online ticket sales status
- Post event digital ticket sales
- Automated for financial tracking and reconciliation

Financial Management

- Regular, electronic transfer of funds
- Full documented support for refunds, cancellations and event disruption

Support

- Full on-boarding and training content
- Access to growing base of user knowledge to share best practices
- Dedicated account management resource(s)

Ticket Fees

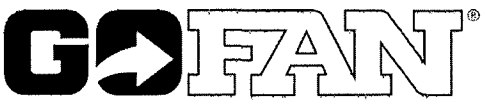
Type	Fee
General Admission Tickets ($10.00 or less)	$1.00 (Per Ticket)
General Admission Tickets ($10.01 or more)	5% + $1.00 (Per Ticket)
Season / Full-Year Tickets	5% + $2.00 (Per Ticket or Pass)

Date * 09-15-2020

☐ I agree to the Standard Terms & Conditions and GoFan Privacy Policy. *

For expedited onboarding, please submit your schedules on the next page.

Submit



DIGITAL TICKETS SALES
STANDARD TERMS

THESE STANDARD TERMS ARE A LEGAL CONTRACT (THE "**AGREEMENT**") BETWEEN HUDDLE TICKETS, LLC, A GEORGIA LIMITED LIABILITY COMPANY ("**COMPANY**"), AND THE CUSTOMER IDENTIFIED ON AN ORDER FORM ("**CUSTOMER**" OR "**YOU**"), AND GOVERN THE PURCHASE AND/OR THE USE OF THE GOFAN® SOLUTION. BY EXECUTING AN ORDER REFERENCING THIS AGREEMENT, BY RENEWING AN EXISTING ORDER, BY SUBSCRIBING TO OR BY OTHERWISE USING THE SERVICES PROVIDED BY COMPANY, CUSTOMER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THOSE WHICH LIMIT COMPANY'S LIABILITY. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF CUSTOMER, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND CUSTOMER TO THESE TERMS. EACH OF COMPANY AND CUSTOMER ARE A "**PARTY**" AND COLLECTIVELY THE "**PARTIES**". COMPANY AND CUSTOMER HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS. Capitalized terms not otherwise defined herein, shall have the meanings set forth below.

"Authorized Users" means individuals who are authorized by Customer to use the GoFan® Solution. Authorized Users may include but are not limited to Customer's employees, consultants or contractors.

"Confidential Information" means any non-public information, material, or data relating to a Party that such disclosing Party treats as proprietary or confidential, and is marked as "confidential" or "proprietary" or that, given the circumstances, should be reasonably apparent that such information is of a confidential or proprietary nature. Without limiting the foregoing, (i) the GoFan® Solution and all IP Rights associated therewith shall constitute Confidential Information of Company, (ii) Customer Data shall constitute Confidential Information of Customer; and (iii) all software and any databases (including any data models, structures, non-Customer specific data and Customer specific data and aggregated statistical data contained therein) disclosed by a Party shall constitute Confidential Information of the disclosing Party.

"Customer" has the meaning indicated in the opening paragraph of this Agreement and the term includes any entity listed in an Order Form.

"Customer Data" means any data, regardless of whether in printed or electronic form, that is (i) provided to Company by Customer in order for Company to perform its obligations under this Agreement, including without limitation, the Customer Materials, (ii) provided to Company by Authorized Users and/or Patrons, and (iii) derived from Customer's and Patrons' use of the GoFan® Solution. Customer Data expressly excludes any Aggregated Data as defined in Section 7.1.

"Customer Materials" means any and all data and information uploaded or transmitted to the GoFan® Solution or otherwise delivered to Company hereunder for providing the Services (including, without limitation, Customer's Marks, Event Listings, information related to Non-ticketed Items, database lists, images, photographs, illustrations, graphics, audio clips, video clips, text, colors, mascot images, and the like).

"**Digital Tickets**" mean electronic tickets for Events that are purchased by Patrons through the GoFan® Solution.

"Documentation" means the technical documentation provided by Company to Customer in connection with the GoFan® Solution, expressed in any medium or format.

"**Event**" is an activity held or celebrated at or related to a Customer or a Customer's venue (including Schools' venues or grounds) and for which Patrons may purchase Digital Tickets to attend, access to, or participate in.

"**Event Listings**" means the schedule of Events, ticket pricing, promotions, fulfillment method (QR code, mobile only, both), and other related information reasonably requested by Company for each Event for which a Digital Ticket is made available through the Services.

"GoFan® Solution" means the online web-based and mobile applications and platform provided by Company, as described in the Documentation, that is contracted by Customer under an Order Form, excluding all Third-Party Services.

"IP Rights" means any and all intellectual property rights of any type, recognized in any country or jurisdiction throughout the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation, all: (i) inventions, including patents, patent applications and statutory invention registrations or certificates of invention, and any divisions, continuations, renewals or re-issuances of any of the foregoing; (ii) trademarks, service marks, domain names, trade dress, logos, and other brand source distinctions; (iii) copyrights and works of authorship, or (iv) trade secrets and know-how.

"Marks" means any one or more of the trademarks, service marks, trade names, trade dress, domain names, logos, business and product names, slogans, and registrations and applications for registration thereof owned and/or in use by a Party as of the Effective Date, or which are acquired and/or used by such Party thereafter.

"Non-ticketed Items" are goods and items other than Digital Tickets that Patrons may purchase electronically through the GoFan® Solution, including but not limited to, merchandise (e.g. apparel, spirit wear), memorabilia, food, registrations (camps, activities, etc.), annual passes for certain Events, club memberships, fundraising, and donations.

"Order Form(s)" means one or more ordering documents for contracting the GoFan® Solution and purchasing related Services that are executed by Customer and Company from time to time under this Agreement. Order Forms are incorporated herein by reference.

"**Patron**" means an individual buyer or potential buyer of Digital Tickets and/or Non-ticketed Digital Items.

"**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device.

"Professional Services" means, in each instance, the implementation, integration, configuration, training, consulting or other professional services provided by Company pursuant to an Order Form for Services under this Agreement.

"Schools" means, collectively, those institution(s) where instruction is given to students (each a "**School**"), or an organization whose primary purpose is the support of those Schools, such as Booster Clubs, Event Organizers, or State Associations, any of which is listed as a 'Customer' in an Order Form.

"**Services**" means, collectively, the services identified on the Order Form, and provided by Company under this Agreement.

"Technology" means all software, designs, formulas, algorithms, processes, and programs that are owned by Company or its licensors and that are used to provide the GoFan® Solution and any Website.

"Term" means the period of time from the start date to the end date as set forth in each Order Form for the provision of Services and access to the GoFan® Solution purchased thereunder. Each renewal of the Term, whether automatic or in writing, shall constitute a new Term.

"Third-Party Services" means software products and services that are provided by third parties but may be configured to interoperate with the GoFan® Solution, Technology and Website. Third-Party Services include, without limitation, the payment processing services provided by Stripe, Inc. (**"Stripe"**).

"Website" means any website that is configured and hosted by Company for Customer's benefit under a URL agreed by the Parties and set forth in the applicable Order Form.

"Work Product" means any expression of Company's findings, developments, inventions, analyses, conclusions, opinions, recommendations, ideas, techniques, designs, programs, enhancements, modifications, interfaces, source code, object code and other technical information resulting from the performance of Professional Services, support services, or any other Services performed for the benefit of Customer.

2. SERVICES AND THE GOFAN® SOLUTION

2.1. Scope. Company is in the business of providing Digital Tickets (and managing reservations, certificates, admissions, and/or confirmations) that allow Patrons' attendance at, access to, or participation in, Events as well as purchases of Non-ticketed Items provided by Customer, through the GoFan® Solution, a cloud based technology platform and managed service.

2.2. Provision of the GoFan® Solution and Services. Subject to the terms of this Agreement and pursuant to the applicable Order Form, Company agrees to provide to Customer the Services identified on the Order Form and to make the GoFan® Solution available to Customer during the Term. Company may provide the GoFan® Solution and host the Technology and Website on its own infrastructure or using a third party cloud computing services provider. Customer's purchase of the Services and access to the GoFan® Solution are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Company regarding future functionality or features. Company may, in its sole discretion, modify, enhance and/or expand the GoFan® Solution at no additional cost to Customer. Company may also modify, enhance or expand the GoFan® Solution by providing additional features or functionality, which may, but are not required to be, added by Customer to this Agreement at additional cost. Such additional cost features and functionality may be added by mutual written agreement of the Parties.

2.3. Additional Orders. At any time, following Customer's execution of the initial Order Form, Customer may subscribe to or purchase additional products or services offered by Company, or otherwise expand the scope of the GoFan® Solution provided to Customer, upon Company's receipt and acceptance of an amendment to an existing Order Form or additional Order Forms. The GoFan® Solution is subject to any usage limits that are specified in the Order Forms.

2.4. License Grant. Subject to Customer's compliance with all of the terms and conditions of this Agreement, Company hereby grants Customer a limited, revocable, non-exclusive, non-transferable right during the Term to access/use the Technology and the Website(s), solely in connection with Customer's use of the GoFan® Solution under this Agreement. Customer agrees and understands that access to and/or use of the GoFan® Solution requires acceptance of the GoFan® Terms of Use available at https://www.huddletickets.com/gofantermsofuse and the GoFan® Privacy Policy available at https://www.huddletickets.com/gofanprivacypolicy.

2.5. Website. As part of the GoFan® Solution, Company may provide a co-branded personalized website page and online platform for digital ticketing at no additional cost to Customer, which shall include a "*Powered by GoFan®*" brand designation. For purposes of the foregoing, Customer hereby grants to Company a non-exclusive, non-sublicenseable, non-transferable right and license to configure Customer's branding elements in the Website including displaying Customer's Marks and Customer Materials solely as part of the personalized Website feature of the GoFan® Solution.

3. RESPONSIBILITIES OF THE PARTIES

3.1. Company Responsibilities. As part of the GoFan® Solution and related Services, Company will (a) display Customer's Event Listings; (b) accept and process on-line orders for purchases of Digital Tickets to Customer's Events and of Non-Ticketed Items, and process all payments for said purchases; (c) provide an accounting to Customer of any fees and charges for each sale in accordance with Section 5 below; (d) provide Customer with Company's standard support for the GoFan® Solution at no additional charge, and/or upgraded support if purchased for any applicable additional fee(s), and (e) use commercially reasonable efforts to make the GoFan® Solution available 24 hours a day, 7 days a week, except for any unavailability caused by scheduled maintenance or by circumstances beyond Company's reasonable control, including, for example, an act of God, act of government, national emergency, pandemic, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, failure or delay of service from any third party cloud computing services provider, or denial of service attack. Company will provide support services and service level commitments in accordance with its standard policies, as in effect from time-to-time. Company shall use commercially reasonable efforts to ensure that the GoFan® Solution is available to Customers with an availability of at least 99.5% as measured on a monthly basis during the Term. Customer acknowledges and agrees that downtime attributable to scheduled maintenance or failures in Customer' systems, failure of network or data availability at a venue, Patron's access to their mobile data due to network connectivity, and so forth, shall not count against the foregoing availability requirement. Company reserves the right to modify its maintenance and support services documentation from time-to-time and, other than immaterial changes and corrections, will give Customer reasonable notice of modifications thereto.

3.2. Customer Responsibilities. Customer shall (a) be responsible for its own and its Authorized Users' compliance with this Agreement, (b) be solely responsible for the accuracy, quality, integrity, and legality of Customer Data and of the means by which Customer acquired Customer Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the GoFan® Solution, and notify Company promptly of any such unauthorized access or use, (d) use the GoFan® Solution only in accordance with the Documentation and applicable laws and government regulations, and (e) provide Company with assistance, information and the Customer Materials that are reasonably requested as necessary to effectively provide the GoFan® Solution. Customer represents that, as the Event organizer, is solely authorized to provide access to such Events. Customer shall appoint a primary contact and a main financial contact (**"Customer Contacts"**) to facilitate implementation and management of the GoFan® Solution and agrees to provide to Company updated and accurate information regarding Customer's Contacts at all times. Customer represents that these Customer Contacts have the authority to make decisions on Customer's behalf, including receiving legal notifications and communications from Company.

3.3. License to Company. In addition to the license granted in Section 2.5, Customer hereby grants Company a worldwide right and license to (a) display the Marks of each Customer (including Schools) and reformat the branding as necessary in connection with the Services, including without limitation, for display of the Non-Ticketed Items; (b) post on the social media channels of each Customer (including Schools) for the purpose of promoting the Services; (c) manage online searches and activities for each Customer (including Schools) for the purpose of promoting the Services, and (d) offer the Services listed on the Order Form to Patrons.

3.4. Restrictions. Customer will not, directly or indirectly, do any of the following: (a) make the GoFan® Solution available to, or use the GoFan® Solution for the benefit of, anyone other than Customer, or its Authorized Users and Patrons; (b) sell, resell, license, sublicense, distribute, rent or lease any of the Services, or include the GoFan® Solution in a service bureau or outsourcing offering; (c) use the GoFan® Solution to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (d) use the GoFan® Solution to store or transmit code, files, scripts, agents or programs intended to do harm (including, for example, viruses, worms, time bombs and Trojan horses); (e) interfere with or disrupt the integrity or performance of the GoFan® Solution or any content contained therein; (f) attempt to gain unauthorized access to the GoFan® Solution or the Technology; (g) permit direct or indirect access to or use of the GoFan® Solution or Technology in a way that circumvents a contractual usage limit, (h) copy any part, feature, function or user interface of the GoFan® Solution; (i) access the GoFan® Solution or Technology in order to build a competitive product or service; or (j) reverse engineer, disassemble or decompile any portion of the Technology.

3.4. Personal Information. With respect to any Personal Information collected or received from or on behalf of Customer, Company (a) shall only process such Personal Information for the purpose of providing the GoFan® Solution and related Services; (b) shall not retain, use, or disclose (including outside of the direct business relationship between Company and Customer) Personal Information except for the purpose of providing the GoFan® Solution; (c) shall not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate such Personal Information to any third party for monetary or other valuable consideration; and (d) certifies that it understands the restrictions on Company's processing such Personal Information as set forth herein and will comply with them. For clarity, Company may disclose Customer Personal Information to Company's service providers in connection with such service providers providing services to Company, and Company may permit such service providers to process Customer Personal Information as necessary for Company to provide the GoFan® Solution to Customer.

3.5. Security. Company has implemented industry standard technical and organizational measures designed to secure the GoFan® Solution and Customer Data from accidental loss and unauthorized access, use, alteration or disclosure; however, Company cannot guarantee that unauthorized third-parties will never be able to defeat those measures to gain access to the GoFan® Solution, and as such, Customer understands that its use of the GoFan® Solution is at Customer's own risk. Notwithstanding the foregoing, each party shall take, and hereby represents that it has taken, all steps to ensure the reliability and security of its systems; and that it will comply with their respective systems, network and data security policies.

4. PROFESSIONAL SERVICES

4.1. Professional Services. The Parties may, but are under no obligation to, enter one or more Order Forms for Professional Services to be performed by Company. No Professional Services shall be furnished to Customer by virtue of this Agreement alone, but shall require the execution of an Order Form for Professional Services by both Parties. An **"Order Form for Professional Services"** means an ordering document for the purchase of Professional Services executed by Customer and Company (from time to time) under this Agreement and that contains, at a minimum, the following information: (i) the scope of the Professional Services to be provided; (ii) applicable rates and fees; (iii) responsibilities and dependencies of each Party; (iv) agreed upon Work Product and specific deliverables, if any; and (v) signatures of authorized representative of both Parties.

4.2. Scope Modifications. Customer may at any time request a modification to the Professional Services to be performed pursuant to any particular Order Form by making a written request to Company specifying the desired modifications. Company shall submit an estimate of the cost for such modifications and a revised estimate of the time for performance pursuant to the applicable Order Form. Modifications in any Order Form for Professional Services shall become effective only when a written change request is executed by authorized representatives of both Parties.

4.3. Company Personnel. Company shall be responsible for securing, managing, scheduling, coordinating and supervising Company personnel, including its subcontractors, performing the Professional Services.

4.4. Cooperation. Customer will provide all reasonably requested assistance to Company as may be reasonably necessary to enable Company to perform its obligations hereunder, including, without limitation, any obligations with respect to the Professional Services.

5. FEES AND PAYMENTS

5.1. Fees. In consideration for the rights granted to Customer and the performance of Company's obligations under the Agreement and the applicable Order Form, Customer shall pay to Company, without offset or deduction, the fees referenced in such applicable Order Form. Company's standard transactional pricing information for the GoFan® Solution and related Services is available at https://www.huddletickets.com/s/Huddle-GoFan-School-Agreement-RATECARD.pdf. Company reserves the right to modify and/or update its pricing from time to time, and in any event no less than once a year. Unless otherwise specified in the applicable Order Form and subject to Company's then-current pricing, Company shall be entitled to assess and receive (a) charges and fees in the amounts set forth in the Order Form, all of which charges and fees shall be assessed against Digital Ticket and Non-ticketed Item sales (the "Transaction Fees"), and (b) the license fees, if applicable, for use of the GoFan® Solution and pre-packaged Services, as set forth on the Order Form, which shall be assessed annually against Customer (the "Platform Fee"). Except as otherwise specified in an Order Form, fees for any and all Professional Services shall be based on then-current hourly rates.

5.2. Payment Terms. Any undisputed fees and other amounts due under this Agreement that are payable directly from Customer to Company shall be due and payable net thirty (30) calendar days after date of receipt by Customer of the applicable invoice. When Company process and collects payment for sales of Digital Tickets or Non-ticketed Items, Company will collect all fees and charges on behalf of Customer from the Patron(s) and deduct all applicable Transaction Fees from the fees passed along to Customer. Company will make all payments to Customer (Digital Tickets and/or Non-ticketed Items sales fees minus applicable Transaction Fees due to Company, including any prior balance due to Company for any reason) using the payment method and frequency agreed between the Parties in the applicable Order Form. Company will use commercially reasonable efforts to submit payment within a reasonable time following the completion of the Event to which the registration fees correspond, provided that Company reserves the right to withhold funds at any time as Company in its sole discretion determines to be necessary for the processing and settlement of all returns, disputed charges, client complaints, allegations of fraud, chargebacks, expected chargebacks and other discrepancies.

5.3. Refunds and Canceled Events. Customer agrees and understands that all sales processed by Company are final and non-refundable, except in case of full cancellation of an Event by Customer. It is Customer's responsibility to communicate Customer's refund policy to Patrons in the event of a canceled Event. Customer shall ensure that its refund policy is consistent with the terms of this Agreement, the payment and refund processes included in the Services, and all applicable legal, regulatory and other governmental requirements. All communications or disputes regarding refunds are between Customer and the Patron, and Company will not be liable for any decision to issue or not issue refunds. No payments shall be made to Customer from Company with respect to any Event that is cancelled and for which the Customer authorizes a refund. If an Event is canceled, a refund shall be issued to Patrons. Except as otherwise provided herein, any credit card fees or convenience fees paid to Company by Patron(s) are non-refundable.

5.4. No Minimum Sales. It is agreed and understood that neither Company nor Customer guarantees or will guarantee that any minimum or fixed number of Digital Tickets or Non-Ticketed Items will be sold or available for sale through the GoFan® Solution for any Event.

5.4. Taxes. If applicable, Customer will, within thirty (30) days of the effective date of the Order Form, provide Company with applicable sales tax exemption certificate(s). Unless the applicable tax-exempt certificate is provided, Customer shall be responsible for, all taxes, duties, and assessments imposed on Customer in connection with fees paid under the provisions of this Agreement, including without limitation, all sales, use, excise or other taxes and duties, and Company will include all such taxes, duties and assessments on each applicable invoice. If Company believes that Company is obligated to obtain tax information and Customer does not provide this information to Company after Company has requested it, Company may withhold Customer's payments until Customer provides this information or otherwise satisfies Company that Customer is not a person or entity from whom Company is required to obtain tax information. Company reserves the right to offset any amounts due to Company hereunder in the event Company is found to be liable for any tax or withholding tax in connection with the Services.

5.5. Expenses. Customer shall reimburse Company for any reasonable, actual out-of-pocket expenses incurred and approved by Customer, including travel expenses and related costs, incurred by Company employees and subcontractors, provided that such expense and costs are consistent with Customer's own travel policies and approved in advance by Customer.

5.6. Customer Information. Customer will provide complete and accurate billing and contact information to Company and promptly notify Company of any changes to such information. Any bank fees related to returned or cancelled payments due to a contact or payment information error or omission may be deducted from any newly issued payment.

5.7. Disputed Charges. Customer must notify Company in writing of any dispute or disagreement with invoiced charges within thirty (30) calendar days after the date of receipt of the applicable invoice by Customer. Absent such notice, Customer shall be deemed to have agreed to the charges as invoiced. Payment shall be calculated solely based on records maintained by Company. No other measurements or statistics of any kind shall be accepted by Company or have any effect under this Agreement.

5.8. Suspension. If any amount owing by Customer under this Agreement is thirty (30) or more days past due, Company may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement so that all such obligations become immediately due and payable, and suspend the GoFan® Solution, the Services and/or Professional Services to Customer until such amounts are paid in full. Company will give Customer at least ten (10) days' prior notice that Customer's account is overdue before implementing any such suspension.

6. CONFIDENTIAL INFORMATION

6.1. Access. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain Confidential Information of the other Party or Confidential Information of third parties that the disclosing Party is required to maintain as confidential.

6.2. Mutual Obligations. Except as may be expressly set forth in this Agreement, each Party that receives Confidential Information of the other Party agrees during the term of this Agreement and thereafter, to: (a) use the Confidential Information only for the purposes of performing this Agreement; (b) hold the Confidential Information of the other Party in confidence and restrict it from dissemination to, and use by, any third party; (c) protect the confidentiality of the other Party's Confidential Information using the same degree of care, but no less than reasonable degree of care, as the receiving Party uses to protect its own Confidential Information; (d) not create any derivative work from Confidential Information of the other Party; and (e) restrict access to the Confidential Information of the other Party to such of its personnel, subcontractors, and/or consultants who have a need to have access to such Confidential Information, who have been advised of the confidential nature of such information, and who have agreed in writing to terms no less protective than the terms set forth in this Agreement with respect to the treatment of such Confidential Information.

6.3. Confidentiality Exceptions. Section 6.2 shall not apply to Confidential Information that is: (a) publicly available or in the public domain at the time disclosed; (b) publicly available, becomes publicly available or enters the public domain through no fault of the recipient; (c) rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) independently developed by the recipient without use of or reference to the disclosing Party's Confidential Information and by employees or other authorized agents of the receiving Party who have not been exposed to the disclosing Party's Confidential Information; or (f) approved for release or disclosure in writing by the disclosing Party.

6.4. Compelled Disclosure. Notwithstanding the foregoing, each Party may disclose Confidential Information of the other Party to the limited extent required to: (a) comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall, to the extent allowed by law, first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (b) establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

6.5. Equitable Relief. The Parties acknowledge and agree that money damages would not be a sufficient remedy for breaches of this Section 6, and that each Party may seek injunctive relief, specific performance, or other equitable relief as a remedy for any such breach.

7. INTELLECTUAL PROPERTY/PROPRIETARY RIGHTS

7.1. Company. As between the Parties, Company and its licensors own all right, title and interest, including all IP Rights, in and to all Company Confidential Information, the Technology, the GoFan® Solution, Company Marks and Aggregated Data including, without limitation, all modifications, improvements, upgrades, derivative works, and feedback related thereto, and any third party software provided by Company, and all software, associated documentation, hardware, materials, information, processes or subject matter that is proprietary to Company and is provided under this Agreement. "Aggregated Data" is anonymous, statistical, analytical and other aggregated data that is collected automatically from use of the GoFan® Solution and that does not personally identify Customer, an Authorized User, Patron, or visitor to the Website. Company expressly reserves all rights not expressly granted to Customer under this Agreement and all executed Order Forms. Customer shall not knowingly engage in any act or omission that would impair the IP Rights of Company or its licensors. In no event shall Customer obtain any ownership rights in or to the Confidential Information of Company, the GoFan® Solution, the Company Marks, or any IP Rights of Company.

7.2. Customer. Customer and its licensors own all right, title and interest, including all IP Rights, in and to Customer Marks, the Customer Data and all Confidential Information disclosed by Customer. Company shall not knowingly engage in any act or omission that would impair Customer's IP Rights or Confidential Information. In no event shall Company obtain any ownership rights in or to the Confidential Information of Customer, the Customer Data, Customer Marks or Customer's IP Rights.

7.3. Customer Data; License. As between Company and Customer, Customer exclusively owns all rights, title, and interest in and to all of the Customer Data. Customer hereby grants Company a worldwide, limited-term license to host, copy, transmit and display Customer Data, as necessary for Company to provide the GoFan® Solution in accordance with this Agreement. Subject to the limited licenses granted herein, Company acquires no right, title or interest from Customer under this Agreement in or to Customer Data. Customer hereby grants to Company a perpetual, non-exclusive, royalty-free license to (a) use Customer Data in order to provide,

monitor and improve the GoFan® Solution to Customer and (b) use all of Customer Data that is anonymous and does not personally identify Customer, or an Authorized User, Patron, or visitor to the Website for statistical, analytical and other aggregate use. Customer represents and warrants to Company that it owns all right, title and interest in, or otherwise has full and sufficient authority to use in the manner contemplated by this Agreement, any Customer Data furnished by Customer to Company for purposes of this Agreement.

7.5. Work Product. Unless otherwise specified in the applicable Statement of Work, all Work Product created under this Agreement, including all IP Rights related thereto, shall be owned by Company. Regarding all Work Product created under this Agreement that is owned by Company and is made available to Customer to enable Customer's use of the GoFan® Solution pursuant to the terms of this Agreement, Company hereby grants Customer a worldwide, non-exclusive, non-transferrable, non-sublicensable right and license to use the Work Product, solely in connection with Customer's use of the GoFan® Solution. Unless otherwise specified in an applicable Order Form, to the extent Customer acquires any rights in the Work Product, Customer hereby assigns such rights to Company. Customer shall give Company all reasonable assistance and execute all documents necessary to assist or enable Company to perfect, preserve, register and/or record such assignment and Company's rights in any Work Product.

8. REPRESENTATIONS AND WARRANTIES

8.1. General. Each Party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement, and that the execution and performance of this Agreement does not and shall not violate any other contract, obligation, or instrument to which it is a party, or which is binding upon it, including any confidentiality obligations.

8.2. GoFan® Solution Warranties. Company warrants that: (a) the GoFan® Solution shall perform materially in accordance with the Documentation, and (b) subject to Section 8.3 (Third-Party Services), the functionality of the GoFan® Solution will not be materially decreased during a Term. For any breach of either such warranty, Customer's exclusive remedy shall be as provided in Section 11.5 (Termination for Breach). Customer acknowledges that availability of the GoFan® Solution depends upon the availability of the Internet and any third-party cloud computing services provider and that Company has no control over such availability. Accordingly, Company makes no representations, warranties, or covenants regarding the availability of the GoFan® Solution to the extent that such availability depends upon the availability of the Internet or any third-party cloud computing services provider.

8.3. Third Party Services. The GoFan® Solution is designed to work with, and may integrate, certain Third-Party Services. Customer's use of Third-Party Services is governed entirely by the terms of Customer's agreement with the relevant third party. Nothing in this Agreement creates any rights or obligations on the part of Company with respect to such Third-Party Services nor should this Agreement be construed as creating any rights or obligations on the part of any third party providing Third-Party Services with respect to the GoFan® Solution provided by Company. Company reserves the right to terminate any Third-Party Services provided to Customer. In such event, any pre-paid Services fees applicable to the unexpired term of the terminated Third-Party Services and all other fees paid by Customer to Company for the affected Third-Party Services will be promptly refunded to Customer. Customer understands and agrees that Customer must agree to Stripe's connected account agreement as part of the Services provided. *Company makes no warranties for the Third-Party Services or any hardware or software used in connection with or otherwise related thereto.* Any warranties provided by the Third-Party Services provider directly to Customer exclusively apply. To the extent expressly permitted by a Third-Party Services provider, Company shall pass through to Customer for Customer's benefit any applicable warranties that the Third-Party Services provider provides directly to Company. Customer warrants to Company that Customer will use the Third-Party Services in accordance with all applicable laws and regulations and any underlying Third-Party Service agreement.

8.4. Customer Warranties. Customer agrees to (a) provide accurate and current information during the registration process and to update such information to maintain its accuracy and completeness, and (b) not disclose Customer's login credentials to any third party. Customer is solely responsible for any activities or actions under Customer's Company account, whether or not Customer has authorized such activities or actions. Customer will immediately notify Company of any unauthorized use or access to Customer's Company account. Customer represents and warrants that: (i) it has all the requisite corporate power and authority to execute and perform its obligations under the Agreement and to grant the rights set forth herein; (ii) no approval, authorization or consent is required in order for it to enter into and perform its obligations under the Agreement, (iii) it will comply with all applicable laws, rules, regulations, ordinances and tax requirements in connection with this Agreement, its use of the Services, any Events that are related to the Digital Tickets offered under this Agreement, and the fulfillment of any Non-Ticketed Digital Items, including without limitation, donations or fundraising, (iv) it will not infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights; (v) it will not interfere with or damage the Services or Third-Party Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology; (vi) it will not use the Services in connection with the distribution of unsolicited commercial email ("spam"); (vii) it will not offer any Digital Tickets for Events not sponsored by a Customer; (viii) it will not use automated scripts to collect information or otherwise interact with the Services; (ix) it will not submit any information to Company or any Third-Party Services provider with false or misleading information, or submit any Event Listing with a price, service or activity that Customer does not intend to honor; (x) it will not use, display, mirror or frame the GoFan® Solution or the Services, or any individual element within the Services, Company's name, Company Marks or other proprietary information, without Company's express written consent; (xi) it will not access, tamper with, or use non-public areas of the GoFan® Solution or the Services; (xii) it will not attempt to probe, scan, or test the vulnerability of any Company system or network or breach any security or authentication measures; (xiii) it will not avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Company, or any Third-Party Services provider; (xix) it will only offer Non-Ticketed Items in connection with Customer(s); and (xx) it will not advocate, encourage, or assist any third party in doing any of the foregoing.

8.5. Professional Services Warranty; Exclusive Remedy. Company warrants the Professional Services performed hereunder will be performed in a professional and workmanlike manner, using sound principles, accepted industry practices and competent personnel ("**Professional Services Warranty**"). The Professional Services Warranty shall not apply if the Work Product is implemented, customized, modified, enhanced or altered by Customer or any third party that is not specifically retained by Company as a contractor for such purposes. Customer's sole and exclusive remedy, and Company's sole obligation, in the event of a breach of the Professional Services Warranty is for Company, at its expense, to re-perform the Professional Services which were not as warranted, provided Company has received notice from Customer within thirty (30) calendar days of the completion of the Professional Services that Customer alleges were not performed consistent with the Professional Services Warranty. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THIS SECTION 8.5 SETS FORTH COMPANY'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE PROFESSIONAL SERVICES WARRANTY.

8.6. Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 8, COMPANY MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED OR STATUTORY, AND COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY. NO WARRANTY IS MADE BY COMPANY ON THE BASIS OF TRADE USAGE OR COURSE OF DEALING. COMPANY DOES NOT WARRANT THAT THE

GOFAN® SOLUTION, TECHNOLOGY, WEBSITE OR ANY OTHER INFORMATION, MATERIALS, OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET CUSTOMER'S OR PATRON'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

9. LIMITATIONS OF LIABILITY

9.1. EXCEPT FOR DAMAGES ARISING OUT OF (I) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, (II) A PARTY'S MISAPPROPRIATION OF THE OTHER PARTY'S IP RIGHTS, OR (iii) WHERE A CLAIM RESULTS FROM INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, OR COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, EVEN IF THE PARTY FROM WHOM SUCH DAMAGES ARE SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED.

9.2. EXCEPT FOR DAMAGES ARISING OUT OF (I) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, (II) A PARTY'S MISAPPROPRIATION OF THE OTHER PARTY'S IP RIGHTS, OR (iii) WHERE A CLAIM RESULTS FROM INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY BEFORE ANY EVENT GIVING RISE TO A CLAIM BY THE OTHER PARTY HEREUNDER. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION.

9.3. Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

10. INDEMNIFICATION

10.1. Infringement Claim.

10.1.1. Company shall indemnify, defend and hold harmless Customer from and against all losses, liabilities, damages, claims, costs and reasonable expenses (including reasonable attorneys' fees) arising out of or related to a third party claim that Customer's use of, or access to, the GoFan® Solution or Technology infringes a United States patent, copyright or trademark or misappropriates any third party trade secrets (an "**Infringement Claim**"); provided that, Customer must give Company: (a) prompt written notice of such claim; (b) authority to control and direct the defense and/or settlement of such claim; and (c) such information and assistance as Company may reasonably request, at Company's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, Company shall not, without the prior written consent of Customer, settle any third-party claim against Customer unless (i) such settlement completely and forever releases Customer with respect thereto or (ii) does not involve any financial obligation on the part of Customer. In any action for which Company provides defense on behalf of Customer, Customer may participate in such defense at its own expense by counsel of its choice.

10.1.2. Upon the occurrence of any Infringement Claim for which indemnity is or may be due under this Section 10.1.1, or in the event that Company believes that such a claim is likely, (Company will, at its option: (a) appropriately modify the GoFan® Solution, GoFan® Solution or Technology to be non-infringing, or substitute functionally equivalent software or services; (b) obtain a license to the applicable third-party intellectual property rights; or (c) if the remedies set forth in clauses (a) and (b) above are not commercially feasible, as determined by Company in its sole discretion, Company may terminate this Agreement on written notice to Customer and refund any pre-paid fees for services that have not been provided. THE PROVISIONS OF THIS SECTION 10.1 STATES THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF COMPANY TO CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY, WITH RESPECT TO ANY INFRINGEMENT CLAIM.

10.2. Mutual Indemnity. Each Party ("**Indemnifying Party**") shall indemnify, defend and hold harmless the other Party and its officers, directors, shareholders, members, managers, employees, and agents (each, an "**Indemnified Party**") against any claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the grossly negligent or intentionally willful acts or omissions of the Indemnifying Party, its employees or agents, while performing its obligations pursuant to this Agreement or any act or omission which results in death, bodily injury or tangible property damage. The Indemnified Party must give the Indemnifying Party: (a) prompt written notice of such claim; (b) authority to control and direct the defense and/or settlement of such claim; and (c) such information and assistance as the Indemnifying Party may reasonably request, at the Indemnifying Party's expense, in connection with such defense and/ or settlement. Notwithstanding the foregoing, the Indemnifying Party shall not, without the prior written consent of the Indemnified Party, settle any third-party claim against the Indemnified Party unless (i) such settlement completely and forever releases the Indemnified Party with respect thereto or (ii) does not involve any financial obligation on the part of the Indemnified Party. In any action for which the Indemnifying Party provides defense on behalf of the Indemnified Party, the Indemnified Party may participate in such defense at its own expense by counsel of its choice.

11. TERM AND TERMINATION

11.1. Agreement. This Agreement will continue for the duration of the Term unless terminated earlier in accordance with this Agreement. If agreed in an Order Form, this Agreement may automatically renew at the expiration of the Term for consecutive one (1) year Renewal Terms, unless either Party notifies of its intention not to renew sixty (60) days before the termination of the then-current Term.

11.2. Termination for Breach. Either Party may, at its option, terminate the Agreement in the event of a material breach by the other Party, provided such Party has provided written notice to the other Party specifically identifying the breach or breaches on which such notice of termination is based. The other Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and the Agreement will terminate in the event that such cure is not made within such thirty (30) day period. For purposes of clarity, Customer's non-payment of fees validly due and payable under the Agreement will be deemed a material breach.

11.3. Bankruptcy. This Agreement may be terminated immediately by a Party through written notice if the other Party ceases to carry on business as a going concern, becomes the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets.

11.4. Accrued Obligations. Termination of this Agreement and/or any particular Order Form shall not release either Party from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement and/or any applicable Order Form to survive termination.

11.5. Cumulative Remedies. Termination of this Agreement and/or any applicable Order Form, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the Parties and shall be without liability for any loss or damage occasioned thereby.

11.6. Effect of Termination. Upon any termination of this Agreement, Customer shall immediately discontinue all use of the GoFan® Solution and promptly pay to Company all amounts due and payable under this Agreement. Upon termination, Company shall inform Customer of the extent to which performance of Services has been completed under any Order Form and shall deliver any collected fees minus any payments owed to Company. In addition, each Party shall: (a) immediately discontinue all use of the other Party's Confidential Information; (b) at the option of the disclosing Party, either return or destroy all Confidential Information of the disclosing Party in its possession; and (c) delete the disclosing Party's Confidential Information from its computer storage or any other media, except for archival copies which may be retained and shall be destroyed in accordance with the party's Record retention policy. Any such retained copies shall remain subject to Section 6 (Confidentiality). Each Party will, on request from the disclosing Party, provide the disclosing Party with a written certification of compliance with this Section 11.6 signed by an officer.

11.7. Survival of Obligations. Those provisions of the Agreement that by their nature or their terms survive termination or expiration of the Agreement shall so survive including but not limited to Sections 1, 6, 7, 8, 9, 10, 11.4 – 11.7, and 12.

12. MISCELLANEOUS

12.1. Applicable Law; Venue and Jurisdiction. Unless otherwise expressly agreed in an Order Form, this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to its rules regarding conflicts of laws. THE PARTIES AGREE THAT ANY AND ALL CAUSES OF ACTION BETWEEN THE PARTIES ARISING FROM OR IN RELATION TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS LOCATED WITHIN FULTON COUNTY, GEORGIA.

12.2. Order of Precedence. In the event of a conflict between this Agreement and any Order Form, or other document referencing this Agreement that is executed by both Parties, this Agreement shall govern, except to the extent that the applicable Order Form, or other executed document expressly states the intent of the Parties to supersede or change one or more provisions in this Agreement and clearly identifies the provision(s) to be superseded or changed. This Agreement, including each Order Form, shall prevail over any different, conflicting, inconsistent or additional terms contained in any purchase order or like document issued by Customer.

12.3. Force Majeure. If a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example and not limitation, war, riot, fires, floods, acts of God, epidemics, public health emergencies, orders of governmental authorities, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of the Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

12.4. Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person; (b) sent by registered mail, return receipt requested; or (c) sent overnight using an overnight air courier. Notices will be considered to have been given at the time of actual delivery if delivered in person, three (3) business days after posting if sent by mail, or one (1) day after delivery to an overnight air courier service. Notices shall be addressed, if to Customer, to the address set forth on the Order Form, and if to Company, to Huddle Tickets, LLC, 6445 Shiloh Rd. STE B, Alpharetta, GA 30005, USA, to the attention of Legal Department. Customer legal contact email is legal@huddleinc.com, for copies of notices.

12.5. Assignment. Neither Party shall assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement, without requiring such prior consent, in connection with a merger or sale of all or substantially all of its assets, provided that the assignee agrees in writing to assume the assignor's obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of Company and Customer and their successors and permitted assigns.

12.6. Customer Attribution; Marketing. Each Party may use and display the other Party's name, logo, and success stories in its marketing materials. Upon Customer's prior written approval, Company may issue a press release announcing Customer's selection of Company's product and services and/or Customer's successful deployment of the Company products and services. Company may refer to Customer in its marketing and promotional materials, verbally and/or in writing, provided Customer has provided its approval prior to publication thereof.

12.7. General. The Parties are acting as independent contractors in making and performing this Agreement. The relationship arising from this Agreement does not constitute or create any partnership, joint venture, employment relationship or franchise between the Parties. No amendment to this Agreement or any Order Form shall be valid unless it is made in writing and is signed by the authorized representatives of both Parties. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

THE AGREEMENT (AND ITS ORDER FORMS AND OTHER DOCUMENTS INCORPORATED BY REFERENCE) SETS FORTH THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES WITH RESPECT TO ITS SUBJECT MATTER AND, EXCEPT AS SPECIFICALLY PROVIDED HEREIN, SUPERSEDES AND MERGES ALL PRIOR ORAL AND WRITTEN AGREEMENTS, DISCUSSIONS AND UNDERSTANDINGS BETWEEN THE PARTIES WITH RESPECT TO ITS SUBJECT MATTER, AND NEITHER OF THE PARTIES WILL BE BOUND BY ANY CONDITIONS, INDUCEMENTS OR REPRESENTATIONS OTHER THAN AS EXPRESSLY PROVIDED FOR HEREIN. ANY PURCHASE ORDER ISSUED BY CUSTOMER IS MERELY FOR THE ADMINISTRATIVE CONVENIENCE OF CUSTOMER AND COMPANY SHALL NOT BE BOUND BY ANY TERMS, CONDITIONS OR OTHER PROVISIONS OF THE PURCHASE ORDER.