



## Ticketing Services Agreement

This Agreement for Ticketing Services between Pittsburgh LAN Coalition ("Partner") and ShowClix, Inc. ("ShowClix") is entered into this 18 day of June 2014 ("Effective Date"). The parties hereby agree as follows:

1. **Services and Responsibilities.** ShowClix will provide the following under this Agreement: (a) display and list Partner's Events on the ShowClix website, located at [www.ShowClix.com](http://www.ShowClix.com); (b) accept and process online, telephone and point-of-sale (box office) orders for tickets to Partner's events and process all credit card payments to said Events on Partner's behalf; and (c) provide an accounting to Partner of the fees and charges for each ticket processed through ShowClix. Partner understands that ShowClix offers Event Operations Services such as on-site personnel to assist with hardware setup, networking, staff training, technical troubleshooting, and general consultation during your event. All Event Operations services must be requested at least 90 days in advance of Partner's events. These Event Operations Services require a separate Agreement that specifies the Services to be provided and may be at an additional cost.
2. **ShowClix as Exclusive Ticketing Agent.** ShowClix will act as the sole and exclusive Ticketing Agent for Partner. Partner may sell tickets directly on their own but may not sell tickets via any of the following means through any other third party or Ticketing software: online (internet), telephone, point-of-sale (box office), mobile device, or pre-printed.
3. **Term.** The initial term of this Agreement shall be for twenty four (24) months commencing on the Effective Date (the "Term") and shall be automatically renewed for successive one (1) year terms, unless either party notifies the other party of termination in writing, not more than ninety (90) days and not less than thirty (30) days prior to the end of the initial or renewal Term. After the termination date, this Agreement shall remain in effect with respect to events that were released for sale by Partner through ShowClix prior to the termination date until Settlement for such events has occurred.
4. **Fees.**
  - (a) **ONLINE AND TELEPHONE:** ShowClix is authorized to collect and retain a 3.00% fee to cover credit card processing.
  - (b) **CREDIT CARD PROCESSING:** ShowClix will process credit and debit card transactions on behalf of Partner. A fee equal to 0.00% of the gross transaction amount for online and telephone orders and 3.50% of the gross transaction amount for box office credit or debit card transactions (when used by Partner) will be assessed to Partner.
  - (c) **MOBILE DELIVERY:** ShowClix is authorized to collect and retain a Mobile Delivery Fee of \$1.00 per transaction when Mobile Ticket Delivery is selected by the ticket buyer at the time of purchase.
  - (d) **BOX OFFICE:** ShowClix is authorized to collect and retain Box Office Fees (instead of online and telephone fees) of \$0.50 per ticket when Partner sells tickets through the ShowClix Box Office System (aka "Crowd").
  - (e) **COMPLIMENTARY AND PRE-PRINTED TICKETS:** ShowClix is authorized to collect and retain a fee of \$0.25 per ticket for all complimentary tickets, pre-printed tickets, and mass-generated barcodes processed through the ShowClix Ticketing System.
  - (f) **PRODUCT BUNDLING:** ShowClix is authorized to collect and retain a Merchandise Service Fee of 10% (with a minimum of \$1.00) per item processed through the ShowClix Ticketing System. The money collected for products will be paid out to Partner one time after the event takes place. Partner must contact ShowClix Account Manager to have this service enabled.
  - (g) **INCENTIX SERVICE FEE:** Partner may choose to enable the ShowClix "Incentix" feature which provides an incentive (in the form of an instant discount) to online ticket buyers to help the Partner promote its Event by sharing it on its social networks. ShowClix will provide an instant discount for each Social Media Share (Twitter 'tweet', Facebook 'post', Facebook 'like') that the ticket buyer performs during the ticket purchasing process. If Partner chooses to implement this feature, ShowClix is authorized to increase the Online and Telephone Service Fee for each ticket by the total amount of available discount to supplement the potential discounts to ticket buyers. Partner understands that ShowClix must operate within Facebook and Twitter Terms of Service and API policies, and that their service (features, uptime, availability) and integration with Incentix is not something that ShowClix can necessarily control. ShowClix reserves the right to modify or remove Incentix at any time.

Partner Initials: \_\_\_\_\_

(h) **SETUP AND MONTHLY:** \$0.00 – Setup, integration and fixed monthly fees have all been waived by ShowClix.

5. **Hardware:**ShowClix agrees to lease the following equipment at no cost for term of agreement.

- N/A iPod/Linea Sleeve Ticket Scanner(s)
- N/A Boca Thermal Printer(s)
- N/A USB/iPad credit card reader(s)
- N/A USB Barcode Scanners
- N/A Netbook(s)

Additional equipment can be leased from ShowClix for a per-unit fee, based on availability. All hardware rentals are subject to Paragraph 7.2 of the Standard Terms and Conditions.

6. **Settlement.** ShowClix will collect all proceeds from ticket sales, deposit them into an account maintained by ShowClix, and remit the portion of such proceeds due to Partner less the amounts to which ShowClix is entitled pursuant to this Agreement. The ShowClix standard method of payment is by check, which will be processed and mailed 7-10 business days after event completion.

For approved partners, ShowClix offers advance weekly payment. Approved advance payment on ticket sales for all Partner Events active in the ShowClix Ticketing System will be initiated via ACH Direct Deposit weekly, subject to ACH batch amount limits. Weekly Settlement Payments will be equal to the amount ticket sales for all Partner Events from the previous Monday through Sunday. All sales, fees, charges, and funds are payable in U.S. Dollars. Direct Deposit requires a one-time setup fee of \$25.00 (see Exhibit A).

In the event of canceled events, chargebacks, disputed transactions or any other circumstances that may pose significant exposure, risk, or liability to ShowClix, ShowClix reserves the right to hold Settlement funds for a period of one hundred eighty (180) days.

7. **Standard Terms and Conditions.** This Ticketing Services Agreement consists of this Agreement, associated Exhibits, and the ShowClix Standard Terms & Conditions as they exist on the date of this Agreement. The Standard Terms & Conditions, which contains terms regarding Optional Services & Related Fees, optional Leased Equipment, Ticket Allocations, Canceled Events & Refunds, Chargebacks, Event Restrictions & Misrepresentations, Indemnification, and more - can be found at [www.showclix.com/tc/scmerchant/3-14-14](http://www.showclix.com/tc/scmerchant/3-14-14). ShowClix encourages Partner to print a copy of the Standard Terms & Conditions as of the execution date of this Agreement and retain for its records.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement and the aforementioned ShowClix Standard Terms & Conditions to be duly executed as of the day and year first written above.

**SHOWCLIX, INC.**

Thomas J. Costa, Chief Executive Officer

650 Smithfield St.  
Floor 13  
Pittsburgh, PA 15222

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PARTNER: PITTSBURGH LAN COALITION**

Name, Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_