

Momentum Ticketing Agreement

This Momentum Ticketing Agreement (“Ticketing Agreement”) governs Customer’s access and use of Momentum Ticketing Platform listed on any Order Form. Customer agrees to the terms of this Ticketing Agreement by (1) executing an Order Form that includes Momentum Ticketing Platform, and/or (2) paying an invoice that includes Momentum Ticketing Platform. Additionally, Customer’s use of the Momentum Ticketing Platform is subject to the terms of the Master Agreement, available at <https://gomomentum.com/agreements-and-terms> or such other master agreement executed between the parties (“Master Agreement”). Capitalized terms set forth herein, but not defined, shall have the meanings prescribed to them in the Master Agreement. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Ticketing Agreement, and (3) the Master Agreement or any other negotiated agreement between the parties. The titles and headings of sections of this Ticketing Agreement are for convenience only and shall not affect the construction of any provision of this Ticketing Agreement. This Ticketing Agreement is effective between Customer and Provider as of the date of Customer’s acceptance in accordance with the foregoing provisions above (the “Effective Date”). This Ticketing Agreement was last updated on June 22, 2026.

1. Momentum Ticketing Platform. During the term of the Ticketing Agreement as stated in the Order Form and subject to Customer’s payment, Provider shall provide Customer with access to our online ticketing solution (the "Momentum Ticketing Platform") which will allow Customer to create, plan and manage Events, organize and process event-related transactions, create, sell and send Tickets to Ticket Buyers and support access control at Events. Access to the Momentum Ticketing Platform is provided via the Provider dashboard and the Provider APIs. Customer must utilize an Internet connection with sufficient bandwidth and a standard, up-to-date web browser without inappropriate or uncommon browser settings in order to access the Momentum Ticketing Platform. Provider will provide a payment infrastructure for the charge and collection of fees related to Ticket purchases from Ticket Buyers ("**Momentum Payments**") as outlined in the Momentum Payments agreement which is available here: [Agreements & Terms](#). For the purpose of this Agreement, Events, Tickets, and Ticket Buyers shall have the following meanings:

"Event(s)" means any physical or virtual occurrence (e.g., any artistic, cultural, athletic or other performance, play, concert, meeting, seminar, visit to a recreational facility, swimming pool, museum or site, movie show, opera, reading, trade show, conference, continuing education/training/educational event, or any other event) that requires a ticket to attend, enter or participate in.

"Ticket(s)" means any code, paper, notice or other documentation created by means of the Momentum Ticketing Platform that serves as proof of an access right to an Event.

"Ticket Buyer(s)" means any natural person or legal entity as well as any other group of persons who purchase or have already purchased one or more Tickets or other products or services from you; this includes any person who possesses or holds a Ticket, where relevant.

The planning, organization and execution of an Event is within Customer’s sole responsibility. An agreement regarding the participation at an Event is established only between the Ticket Buyer and the Customer.

Provider shall perform its obligations under this Ticketing Agreement in a professional manner, with due care and according to at least industry standards and commercially reasonable practices to ensure high quality and availability of the Momentum Ticketing Platform and any of our services.

Unless otherwise agreed to in the Order Form, Customer acknowledges and agrees that it will not receive from Provider a user manual or any other user guide or other training in using the Momentum Ticketing Platform. Momentum designed the Momentum Ticketing Platform to operate as intuitively as possible.

2. Registration. Before accessing the Momentus Ticketing Platform for the first time, Customer must complete a registration process, which may require the disclosure of certain Customer-specific information (such as the company name or other business identification, tax/VAT identification number and billing address). The provision of such data facilitates the onboarding of Customer and is a prerequisite for the use of the Momentus Ticketing Platform. The Momentus Ticketing Platform can only be used when the required information is fully disclosed, and all relevant entries are complete and correct. Customer shall provide only truthful information. Provider has the right to request additional information from Customer as well as its representatives, directors, officers and beneficial owners at any time after registration to the extent required by applicable law or regulations or to carry out its obligations under this Ticketing Agreement (e.g., Know-Your-Customer regulations). To the extent necessary to fulfil contractual and legal obligations (e.g., when using Momentus Payments according to Section 7) or legal duties, Provider may request additional information and documents from Customer (including, for example, bank account data, tax identification number, country of origin, residency, date of birth, identity card, copies of government identification documents and other personal data of Customer's representatives, directors and beneficial owners, collectively "**Additional Information**"). If legally required, Provider may disclose Additional Information to third parties (e.g., payment processing partners and authorities), or request Customer to provide such Additional Information to such third party. Customer shall promptly notify Provider in writing or text form of any subsequent changes to the Additional Information. Provider reserves the right to delay, restrict or remove access to the Momentus Ticketing Platform if the information provided by Customer pursuant to this Section 2 is missing, inaccurate or otherwise insufficient, or to terminate this Agreement for good cause if Provider has reason to believe that Customer does not remedy such breach within 30 (thirty) calendar days after notification. Provider will set up an administrator account for Customer in the Momentus Ticketing Platform. If Customer is assigned a temporary password, Customer shall change such password immediately after its initial login and replace it with its own secure password. Customer shall keep its access credentials to the Momentus Ticketing Platform confidential and secure from access by third parties. Customer shall ensure that its employees utilizing the Momentus Ticketing Platform are adequately trained in relevant security protocols and practices. In the event Customer loses its access credentials, or if there is reason to believe that an unauthorized party has gained access to such credentials, Customer will inform Provider promptly and change its password. Provider may request Customer to renew passwords from time to time. Customer may create additional administrator and user accounts for its personnel (employees) in the Momentus Ticketing Platform. Customer is responsible for these accounts to the same extent as for the initial administrator account pursuant to the terms of this Agreement.

3. Onboarding.

As part of the onboarding and during the Term, Provider will provide the following Customer Experience services to Customer:

Onboarding and Initial Enablement: Setup of system access; Access to onboarding materials; Validation of Customer information; Alignment of business goals and objectives with the use of the Momentus Ticketing Platform; Guidance on ticket shop personalization; Guidance on Event setup; Overview of leading practices prior to on-sale.

Ongoing Support: 24/7 access to Provider's digital knowledge bases; Customers can create a support ticket and monitor its progress via the Support Center. The URL to the Support Center will be provided by a member of your account team.

4. Availability and Modifications of Momentus Ticketing Platform.

Access to the Momentus Ticketing Platform is subject to the terms of this Ticketing Agreement, in particular the access to or via APIs and webhooks.

Customer is aware and acknowledges that the use of the Momentus Ticketing Platform requires access to the Internet and networks and/or servers that are not operated by Provider. Provider accepts no responsibility for the Internet access, data lines or servers of the Customer's or any third parties.

Provider will use its commercially reasonable efforts to maintain uninterrupted access to and functionality of the Momentus Ticketing Platform i.e. being operational and accessible via the Internet except for foreseeable limitations of availability due to scheduled maintenance as well as downtimes or disruptions beyond Provider's control, such as, for example, Force Majeure events (as defined in Section 20), power outages, hostile system attacks and disruptions of third-party systems on which Momentus Ticketing Platform is based or reliant on. Provider will use commercially reasonable efforts to perform maintenance during off-peak hours to minimize disruption to its customers and will notify Customer of any foreseeable limitations with reasonable advance notice. Unless agreed otherwise, Provider does not assume any additional guarantee, warranty, quality agreement or other liability for the uninterrupted access and functionality of the Momentus Ticketing Platform. If Customer notices that the Momentus Ticketing Platform is disputed or defective, Customer shall immediately inform Provider.

Provider continuously develops its technology and improves it by updates and upgrades. Provider reserves the right to change, amend, replace and develop the Momentus Ticketing Platform at its own discretion ("**Updates**", e.g., modifications to the appearance and functionalities of certain products or features, release of new functionalities and features) if the commercial basis of this Ticketing Agreement is not materially changed by such Updates. Any such Updates do not affect Provider Fees payable, unless the Parties agree otherwise. Provider will inform Customer about any relevant Updates on a regular basis via its communication channels (e.g., in-platform notifications or pop-ups, email, newsletter etc.). Provider reserves the right to decide at its own discretion whether to provide Customer with new functionalities, features and services that do not exist at the time this Ticketing Agreement is concluded, and under what conditions. If Updates result in substantial changes affecting the commercial basis of this Ticketing Agreement, i.e. having a negative impact on Customer and preventing Customer from pursuing essential activities agreed upon in this Ticketing Agreement ("**Substantial Updates**"), Provider shall notify Customer of such Substantial Updates at least three (3) months in advance; Customer is entitled to terminate the Agreement until one (1) month after Substantial Updates become effective.

Provider is entitled to engage third parties for the provision of the Momentus Ticketing Platform at its own reasonable discretion.

5. Creation, Transaction, Issue and Delivery of Tickets, Support.

The creation and sale of Tickets via the Momentus Ticketing Platform is the responsibility of Customer. Customer shall set up relevant Events and insert all relevant information in the Momentus Ticketing Platform. Customer will determine ticket types, prices, charges and other fees imposed on Ticket Buyer for the purchase of Tickets ("Ticket Buyer Payments") at its own discretion but in accordance with applicable laws.

Ticket purchase requests and transactions are facilitated via the Momentus Ticketing Platform. In the event of an extraordinary increase of volume of Ticket Buyer requests for Ticket purchases, Provider has the right to limit the service to facilitate Ticket purchase requests at its own discretion (e.g., by redirecting Ticket Buyers to digital waiting rooms or queues) in order to allow for a proper functioning of the Momentus Ticketing Platform.

Customer acknowledges that Provider maintains a security system designed to protect the integrity of the transactions processed and Tickets issued via the Momentus Ticketing Platform. Provider reserves the right not to process suspicious Ticket purchase requests and execute suspicious transactions with Ticket Buyers.

Agreements for Ticket purchases are concluded solely between Customer and Ticket Buyer. There is no contractual relationship between Provider and Ticket Buyer with regards to an Event, Ticket Buyer's attendance and the realization of an Event. The Ticket purchase and corresponding agreement between Customer and Ticket Buyer is considered concluded upon the correct and complete booking via the Momentus Ticketing Platform and the transmittance of a transaction confirmation to Ticket Buyer.

Unless otherwise agreed, Customer will handle all Ticket Buyer inquiries related to Events in their discretion. If the Parties have agreed in an Order Form that Provider shall provide support services to Ticket Buyers on behalf of Customer, Customer hereby authorizes Provider – at its reasonable discretion and to the extent necessary and in consideration of Customer's interests – to (a) receive, approve, contest, process and handle cancellation requests, rebookings and chargebacks from Ticket Buyers and (b) to cancel individual or multiple Tickets.

Tickets are generally delivered to Ticket Buyers via electronic means (e.g., as a PDF document via e-mail or directly as a download into an online wallet). Customer has the option to offer physical Tickets ("Hard Tickets") to Ticket Buyers while being responsible for the physical creation and delivery of Hard Tickets to Ticket Buyers.

6. Payment, Taxes and Records.

If any Event is cancelled, postponed, or rescheduled for any reason, or if Customer initiates a refund to any Ticket Buyer for any reason, Provider Fees associated with the applicable transaction(s) shall be deemed fully earned and non-refundable. The parties acknowledge and agree that Provider Fees are earned at the time of the initial issuance and delivery of Ticket(s) to Ticket Buyer(s), and such fees constitute compensation for access to the Momentus Ticketing Platform in connection with the processing, facilitation, and distribution of said Ticket(s). Accordingly, no cancellation, postponement, rescheduling, or refund of any Event or Ticket shall entitle the Customer to a refund, credit, offset, or reduction of any Provider Fees previously collected or owed.

Provider Fees and all other charges due under this Agreement are exclusive of applicable taxes, including value added tax, sales taxes, and duties or levies ("**Taxes**") imposed by any authority, government or government agency. Customer agrees to bear such Taxes and indemnifies and holds Provider free and harmless from any liability therefrom. All payments hereunder, except to the extent required by any applicable law or regulation, shall be free and clear of any deductions or withholding on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority.

To the extent Customer is required to deduct and withhold Taxes Customer shall pay the amounts of such Taxes to the proper authority in a timely manner and promptly transmit to Provider an official tax certificate or other evidence of such withholding sufficient to enable Provider to claim such payments of Taxes. Provider shall use reasonable efforts to provide to Customer any tax forms that may be reasonably necessary for Customer not to withhold tax or to withhold tax at a reduced rate under an applicable bilateral income tax treaty. Each Party shall provide the other with reasonable assistance to enable the recovery, as permitted by applicable law, of withholding taxes, any other Taxes or similar obligations resulting from payments made under this Ticketing Agreement, such recovery to be for the benefit of the Party bearing such withholding tax or any other Taxes or similar obligations.

Provider's systems, books and records shall be considered conclusive evidence in respect of the transactions made via the Momentus Ticketing Platform. Customer shall promptly report any discrepancies upon occurrence of the purported discrepancy, at the latest, within ten (10) calendar days after the later of the receipt of the final invoice or the availability of the Event Balancing for a specific Event. Invoices not disputed within the aforementioned deadline shall be deemed conclusive and correct; Customer waives all

right, title and interest to dispute payment to Provider based upon any discrepancy not reported within the aforementioned deadline.

Customer agrees that it will maintain accurate and complete records of its receipts and expenses having to do with this Ticketing Agreement, including records of payments to any other third parties or public officials, in accordance with generally accepted accounting principles. Customer further agrees that it will make such books and accounting records available for review by Provider, or by an independent party nominated by Provider, if legally required and upon Provider's reasonable request (not more than once per calendar year).

7. Payment Infrastructure, Momentus Payments.

Subject to the Order Form, Customer shall use the payment infrastructure provided by Momentus in cooperation with third-party payment providers (Momentus Payment Platform - In-House Processing) and/or Momentus Payment Platform - Third Party Gateway as outlined in the Momentus Payment agreement.

Momentus Payments:

Provider shall collect Ticket Buyer Payments on a Customer account (e.g., Stripe wallet) by utilizing selected third-parties (e.g., payment service providers, third-party gateways, payment processing companies, settling banks, merchant banks, collectively, "**Payment Processing Partners**"). Customer and Provider are subject to the separate terms and regulations of the respective Payment Processing Partners. Customer acknowledges and agrees that it may be required to provide Additional Information (according to Section 2) and enter into separate agreements with the respective Payment Processing Partners in order to use Momentus Payments.

Unless otherwise agreed, Payment methods available to Ticket Buyer Payments in the context of Momentus Payments are outlined in the Momentus Payments agreement.

Customer hereby instructs and authorizes Provider – in consideration of Customer's interests and in accordance with Customer's settings and policies in the Momentus Ticketing Platform – to (i) prevent or reject the conclusion of a contract between Customer and a potential Ticket Buyer, (ii) collect, release and retain Ticket Buyer Payments, (iii) grant refunds to Ticket Buyers and (iv) manage cancellations of payments, or instruct Payment Processing Partners to do so.

Following the Event Balancing (as defined below), or at any later point in time when Ticket Buyer Payments are received for a specific Event or as agreed upon between the Parties, without undue delay, Provider shall release all collected Ticket Buyer Payments for the respective Event to a designated bank account of Customer ("**Payout**") less any outstanding Provider Fees for the relevant Event and, if applicable, other fees owed (e.g., Provider Fees from other Events) Customer herewith acknowledges and agrees that Provider, without further notice, is entitled to deduct and set off the Provider Fees and other fees due by Customer against Payouts due to Customer. Provider is entitled to combine Payouts for several Events in one payout transaction. For objections against Payouts, Section 6 applies accordingly. Following a cool-off period of ten (10) calendar days after the Event, or the cancellation of an Event, Provider shall provide Customer with an event balancing (the "**Event Balancing**"). Unless agreed upon otherwise, any payouts to Customer by Provider will be made promptly following the Event Balancing pursuant to this Section.

To the extent necessary for the use of Momentus Payments, Customer hereby grants to Provider, for the term of this Agreement, all authorizations, powers of attorney and rights to (i) enter into all necessary contracts, arrangements and provisions with Payment Processing Partners on behalf of Customer, (ii) perform the collection, processing and refund of Ticket Buyer Payments on behalf of Customer (provided that the relevant transactions are processed through the Momentus Ticketing Platform and Payment Processing Partners), and (iii) payout to Customer the amount payable according to section 7. Customer

acknowledges that, depending on the specific Payment Processing Partners selected in the individual case, further rights may need to be granted to Provider. In case Customer enters directly into contractual relationships with Payment Processing Partners, Customer expressly agrees not to initiate any payouts without the prior consent of Provider.

In case an Event is cancelled, postponed or is not carried out as expected, or in case Provider reasonably assumes the risks of cancellation, postponement or improper performance, Provider may, at its sole discretion, reduce or pause any Payouts, unless Provider receives adequate security for Customer's duties, in particular payment of the Provider Fees and a reserve for Chargebacks (as defined in the Order Form). If Payouts have already been carried out by Provider, Customer undertakes to pay/refund the corresponding amounts to Provider immediately upon Provider's request. At its sole discretion, Provider may either issue an invoice with a corresponding payment request or set-off the amounts against payouts in accordance with Section 7.

In case of an unusual amount of (i) refunds, disputed payments, Chargebacks, complaints of Ticket Buyers, (ii) changes to the Customer's credit profile or the risk profile of the underlying Event(s), or (iii) for any other reason deemed necessary to ensure the fulfillment of Customer's obligations under this Agreement (in particular, the payment of the Provider Fees), Provider is entitled, at its sole discretion, to withhold a reasonable portion of the Ticket Buyer Payments for the purpose of establishing reserves until the relevant Event is completed or cancelled and Provider deems all of Customer's obligations under the Agreement to be fulfilled (in particular, the payment of the Provider Fees) or until Customer provides adequate security.

Provider expressly points out that in the case of Payouts to bank accounts outside the European Union and United States of America, differences in Payout amounts may arise due to bank charges on incoming payments. These differences are at the expense of Customer and are not to be borne by Provider.

The collectability or the risk of non-payment and the civil enforcement of a claim against a Ticket Buyer is to be borne or enforced by Customer. A partial or non-collectability of Customer's claims against the Ticket Buyer does not affect Customer's payment to Provider and does not entitle Customer to withhold, offset, reduce or otherwise reduce any payment to Provider, in particular not for the Provider Fees.

8. Term. This Ticketing Agreement is entered into for a term (the "Term") as outlined in the Order Form. Both parties shall make the necessary preparations, provide the necessary resources, and actively cooperate to ensure that the sale of Tickets can begin no later than the Effective Date. In the event that Provider grants Customer access to the Momentus Ticketing Platform prior to the Effective Date, the provisions of this Ticketing Agreement shall apply accordingly.

9. License, Intellectual Property, and Prohibited Uses.

With the exception of the rights of use expressly granted to Customer by this Ticketing Agreement, Provider retains all rights regarding the Momentus Ticketing Platform. In particular, this Ticketing Agreement does not transfer rights of ownership to the Momentus Ticketing Platform or the Provider API to Customer. The license is exclusively for Customer only and may not be shared with, or used by, or assigned to, third parties, except as specifically provided herein.

Customer hereby grants Provider a royalty-free, transferable, sublicensable, spatially, temporally and content-wise unrestricted right to use and exploit, including editing and further development, regarding all (i) translations or (ii) suggestions or requests submitted by Customer regarding the modification and expansion of the Momentus Ticketing Platform, including feedback on existing and future functions. Customer grants Provider a non-exclusive, non-sublicensable and non-transferable right of use, limited to the term of the Ticketing Agreement, to all Customer Data generated and processed via the Momentus Ticketing Platform as well as Customer's name, marks and logo ("**Customer Marks**") to the extent necessary for the performance of Provider's obligations under this Agreement.

10. Acceptable Use of Momentus Ticketing Platform, Provider Remedies

Customer must only use the Momentus Ticketing Platform for the purpose of creating, planning and managing Events, organizing and processing Event-related transactions, creation, selling and sending of Tickets to Ticket Buyers and access controls at events in accordance with the terms of this Ticketing Agreement, or as otherwise agreed upon in writing by and between Customer and Provider.

Customer may use contractual terms or other templates made available by Provider within Customer's scope and responsibility, unless the use of such terms and templates is marked mandatory by Provider.

Customer shall:

- (a) use the Momentus Ticketing Platform solely in accordance with the terms of this Ticketing Agreement; and shall not use the Momentus Ticketing Platform in a manner or for a purpose that violates the terms of this Ticketing Agreement, Customer's obligations hereunder or any applicable laws, including but without limitation to laws and regulations relating to data protection, e-commerce, consumer protection and intellectual property;
- (b) not access the Momentus Ticketing Platform and the Provider APIs in a manner that (i) interferes with, disrupts, or circumvents Provider's technical processes or security measures related to the Momentus Ticketing Platform; (ii) creates a vulnerability for any other customer of the Momentus Ticketing Platform; (iii) investigates or penetrates the networks of Provider; or (iv) tests the vulnerability of Provider's systems or networks;
- (c) not implement measures that impair or interrupt the Momentus Ticketing Platform, or otherwise attempt to use the Momentus Ticketing Platform in a manner that exceeds traffic limits or constitutes excessive or abusive use;
- (d) refrain from taking any action that exposes the Momentus Ticketing Platform to excessive load or otherwise disrupts or jeopardizes the functioning of the Momentus Ticketing Platform (e.g., accessing, uploading, storing or transmitting any viruses, worms, malicious code, spam, harmful files or programs, or material that is unlawful, abusive, obscene, harmful or otherwise inappropriate);
- (e) not remove any Provider trademarks or distinctive signs regarding the intellectual property of the Momentus Ticketing Platform or components thereof;
- (f) refrain from copying, editing, modifying, reverse engineering, decompiling, disassembling, creating components or derivative works of the Momentus Ticketing Platform and Provider APIs, or any of Provider's intellectual property rights incorporated or embodied within the Momentus Ticketing Platform, any documentation, materials, user guides, manual, release notes provided to Customer in respect of the Momentus Ticketing Platform, or otherwise attempting to identify, discover or obtain any source code, underlying algorithms or other technical information of the Momentus Ticketing Platform, except as to the extent expressly permitted by this Agreement and applicable mandatory law;
- (g) not use the Momentus Ticketing Platform in, in connection with or to develop any product or service that competes with the Momentus Ticketing Platform, nor shall Customer observe the design or functionality of the Momentus Ticketing Platform or employ any proprietary information, know-how and trade secrets disclosed by Provider or gathered throughout the use of the Momentus Ticketing Platform for the purpose of engaging in or developing any competing product or service to the Momentus Ticketing Platform.

In the event Provider serves the Customer's ticket shop user-interface, the use of reverse proxies, traffic interception services, or "Orange-to-Orange" (O2O) edge routing configurations is prohibited. Custom

domains must be configured with “DNS Only” records pointing directly to Provider’s designated origin endpoint. Customer must not, and must not attempt to, intercept, decrypt, or buffer traffic upstream of the Provider infrastructure.

Provider reserves the right to investigate any incidents of actual or suspected breach at its sole discretion. Customer shall provide Provider with all necessary information to clarify any such incident.

In the event of any breach by Customer of its obligations and its acceptable use of the Momentus Ticketing Platform under this Ticketing Agreement, Customer shall promptly take all necessary and effective measures to remedy such breach and mitigate its consequences. Should Customer require Provider’s technical support to address the breach, Customer shall notify Provider without undue delay.

Without prejudice to any other contractual or legal remedies, in the event of a breach of the terms of this Ticketing Agreement, applicable law or misuse of the Momentus Ticketing Platform by Customer (e.g., through improper use of the Provider API) Provider reserves the right to temporarily suspend Customer’s access to the Momentus Ticketing Platform and to remove any conflicting Customer Data until such breach is remedied; Provider will notify Customer without undue delay. In the event of a repeated or continued or other material breach, which has an impact on Provider or the functioning of Provider’s systems, Provider is entitled to permanently suspend access to the Momentus Ticketing Platform affected by such breach, subject to providing Customer reasonable advance notice.

11. Prohibited Uses. The following activities are expressly prohibited by Customer: (a) Editing, modifying, decompiling or disassembling the Momentus Ticketing software as well as the creation of components or products based on the Momentus Ticketing software; (b) Investigating or penetrating Provider’s networks; (c) Bypassing user restrictions or other restrictions that have been contractually agreed or technically incorporated into the Momentus Ticketing Platform; (d) Using the Momentus Ticketing Platform to: (i) create a competing product or (ii) copy or otherwise exploit the design or function of the Momentus Ticketing Platform.

12. Data Ownership. The Momentus Ticketing Platform allows Customer to collect and manage data related to the sale of Tickets, including information of Ticket Buyers such as, name, address, e-mail address and purchase history (“Ticket Buyer Data”). Customer retains full ownership of the Ticket Buyer Data as well as any other content created or uploaded on the Momentus Ticketing Platform or otherwise provided to Provider (collectively “Customer Data”). Customer is responsible for and may use Customer Data at its discretion but in accordance with applicable laws. This includes ensuring that Customer Data is accurate and complies with data and consumer protection regulations and intellectual property laws. Customer is responsible for obtaining all necessary consents and permissions before sharing Customer Data.

13. Warranties and Guarantees. In connection with the use of the Momentus Ticketing Platform, Customer warrants and guarantees to Provider: (a) to comply with all applicable laws; in particular provisions regarding data protection, e-commerce and consumer protection; (b) not to include links or otherwise make publications via the Momentus Ticketing Platform, the contents of which could be illegal, insulting, defamatory, racist, obscene, threatening, unethical or otherwise discriminatory, pornographic, glorifying violence, harmful to minors, anti-competitive, misleading or otherwise unlawful or immoral; (c) check all information provided to Ticket Buyers for truthfulness, correctness, completeness, transparency and actuality prior to the publication of a Ticket sale, an Event or other offer (including but not limited to the scope and content, place, time, organizer, prices, fees and taxes, requirements and restrictions for participation, broadcast restrictions, access checks, forms of Tickets to be presented, accessibility, venue layout, refund options and other restrictions or significant information which could reasonably affect Ticket Buyer’s purchase decision); (d) to only provide truthful, correct, complete, transparent and current information and to immediately correct any errors, ambiguities, incomplete information and/or changes which relevant changes shall be immediately and clearly communicated to Ticket Buyers (e) to accept, redeem and fulfill all obligations to Ticket Buyers with regard to Tickets and other offers, products and

services initiated, sold or distributed via Momentus Ticketing Platform; (f) to only sell Tickets for an Event through the Momentus Ticketing Platform if Customer truly intends to hold the Event and all necessary approvals, insurances, personnel, material and financial resources are available as or will be available at the time of the Event; (g) not to give Ticket Buyer the false impression that a contract is being concluded between the Ticket Buyer and Provider or any other third party; (h) to keep the access credentials (for example, username or email and password) for Customer and its users secret and not to grant third parties access to or insight in the Momentus Ticketing Platform or other Provider Services and to immediately notify Provider if it is suspected that third parties may have gained access; (i) not to take any action that knowingly exposes the Momentus Ticketing Platform or Momentus infrastructure to undue stress or otherwise disrupts or jeopardizes the functioning of the Momentus Ticketing Platform (e.g., by uploading malicious files or programs such as computer viruses, worms, trojans, etc.); (j) to use the Momentus Ticketing Platform only for the purposes provided for in the Order Form and in accordance with this Ticketing Agreement; (k) to ensure that Customer's employees have been trained in appropriate security procedures; (l) to integrate all mandatory contractual components provided by Provider into the contract between Customer and the Ticket Buyer; (m) not to perform any of the activities in the Prohibited Uses section; (n) that no agreement or other arrangements exist which prevent or restrict Customer from obtaining and using the Momentus Ticketing Platform.

14. Customer Obligations.

In the context of Customer's use of the Momentus Ticketing Platform, Customer – in addition to the obligations stated elsewhere in this Agreement – undertakes:

- (a) to duly collect and pay to the relevant tax authorities all taxes and duties that are to be levied on the basis of Customer's legal obligation towards Ticket Buyers; it is Customer's sole responsibility to determine which sales, entertainment, value-added, excise and other taxes, duties, levies and fees are applicable to the use of and sales generated through the Momentus Ticketing Platform;
- (b) to insert all terms and conditions, including but not limited to Event-specific regulations such as admission requirements, access restrictions and refund policy, data privacy, and other relevant information regarding a relevant Event in the Momentus Ticketing Platform in order to make them available to Ticket Buyers before the checkout;
- (c) to integrate all contractual components or other information made available by Provider via the Momentus Ticketing Platform and marked as mandatory (e.g. terms of use, legally required disclosures about ticket shop) into the agreement between Customer and Ticket Buyer;
- (d) to make its own privacy policy and, if legally required, Provider's privacy policy (as amended from time to time and made available to Customer) available to Ticket Buyers in a clearly visible way before and during the checkout process;
- (e) to inform Ticket Buyers about the role of Customer and Provider in the Customer's respective terms and conditions and pertinent information to be made available to Ticket Buyers (e.g., terms and conditions of Provider as the operator of the ticketing technology), and to ensure that no false impression is given that a contract has been concluded between a Ticket Buyer and Provider with regard to an Event;
- (f) to refrain from offering or selling tickets or other products, planning, holding or advertising events, including links or otherwise publishing content which could be in conflict with intellectual property rights of third parties via the Momentus Ticketing Platform, and respect copyright and trademark regulations and not to use content without the consent of the rights holder;

- (g) to provide true, accurate, complete, transparent, up to date and not misleading information about the event and corresponding offers to Ticket Buyers (e.g. with regards to content, location, time, host, price, fees and taxes, attendance requirements and restrictions, broadcast restrictions, access controls, form of tickets to be presented, accessibility, seating plan, refund options, and any other restrictions or material information that could reasonably influence a Ticket Buyers' purchasing decision) and disclose, and notify Ticket Buyers about, any errors, ambiguities, incompleteness and/or (intended) changes (e.g. as a result of a postponement, change or cancellation of an event) clearly and promptly;
- (h) to accept, honor and fulfill all obligations to Ticket Buyers with respect to the sale of Tickets and other products/services distributed, initiated and confirmed through Momentus Ticketing Platform;
- (i) to accept, fulfill and comply with all specific terms, conditions, reasonable notices and requests for the Momentus Ticketing Platform.
- (j) to cooperate in the performance of this Ticketing Agreement, in particular by providing necessary information and documentation from your sphere. Customer shall place the online ticket shop, or a corresponding link, operated or supported by Provider directly and prominently on Customer's Event website and other relevant Event websites (including, for example, social media). "Directly and prominently" means that the Customer's ticket shop is integrated in the main navigation and direct links to the respective Event in the program section or event calendar.

15. Momentus Rights to Enforce Compliance. If Provider has evidence that information, data or other content published by the Customer violates one of the obligations stated in this Ticketing Agreement, Provider is entitled (but not obligated to), without prejudice to further contractual or legal rights, to correct or remove this information, data or other content in whole or in part or to prevent its publication via the Momentus Ticketing Platform. If Provider detects serious and/or continued violations by Customer, Provider is entitled, without prejudice to further contractual or legal rights, to not allow individual or all Events to be published, to block and/or remove these, to temporarily or permanently block Customer's account, to terminate access to the Momentus Ticketing Platform, as well as to extraordinarily terminate the Ticketing Agreement and Order Form. No cure period shall apply to violations that Provider reasonably determines involve fraudulent activity, a threat to Momentus Ticketing Platform security, or a violation of applicable law.

16. Use of Provider API.

If Provider API is set forth in an Order Form, Provider grants to Customer the non-exclusive, limited, revocable, non-sublicensable and non-transferable right to use and connect to the endpoints of the Provider Application Programming Interface (API) via corresponding keys (API keys) and the corresponding documentation (hereinafter referred to as the "**Provider API**") for the term of the Ticketing Agreement and to the extent necessary to use the Momentus Ticketing Platform, or to conduct corresponding tests and the development of corresponding applications ("**API License**"). Notwithstanding the foregoing, Provider owns all right, title and interest (including, without limitation, all intellectual property rights) in and to the Provider API and all executable programs of such API, website content, documentation and services.

The number of calls or tokens to the Provider API as well as the number of endpoints and data fields provided per application or service may be limited for the purpose of ensuring the operation of the Momentus Ticketing Platform for all Provider customers. Customer agrees to comply with and must not circumvent such limitations and restrictions. Unless otherwise agreed between Provider and Customer, the access limit per API token is 1,000 per hour. Provider reserves the right, at its sole discretion, to make changes to this access limit and restriction of data fields, which will be effective immediately upon

publication. Customer shall not issue any public disclosure of the use of the Provider API that suggests a partnership with Provider without prior review and written approval from Provider.

In the event Customer hosts its own ticketshop application towards Ticket Buyers while utilizing the Provider API, Customer is solely responsible for the security, edge routing, and SSL termination of Ticket Buyers to their ticketshop, including not exposing the Provider API keys in the frontend of the Customer's ticketshop.

17. Data Security and Data Privacy.

Provider is committed to protect Customer Data and will maintain appropriate administrative, physical, technical and organizational safeguards to protect its security, confidentiality and integrity. Provider will process and transfer Customer Data only in accordance with the terms of this Ticketing Agreement and the Master Agreement (e.g., to perform our obligations or as instructed by you for additional integrations) and as required by applicable law.

To the extent Customer Data includes personally identifiable information ("**Personal Data**"), we undertake to comply with applicable laws relating to the processing of Personal Data. For the sole purpose of developing and improving our services, for performance analysis and reports, as well as for the promotion of the Momentus Ticketing Platform, in compliance with applicable laws and the terms of this Ticketing Agreement, Provider may use Customer Data in an anonymized or pseudonymized form for Provider's own purposes, ensuring that neither Customer nor any individual can be identified directly or indirectly by a third party. Anonymized data shall not be subject to any controller-processor relationship.

If either Party becomes aware of any unauthorized access to the Momentus Ticketing Platform or Customer Data, such Party shall notify the other Party immediately, and attempt to limit such unauthorized access.

18. Indemnification.

Customer shall defend and hold Provider, its affiliates and officers, directors, employees, agents and contractors harmless against any claims, liabilities or losses asserted by a third party arising from or relating to (i) any Customer Data; (ii) the sale, distribution, management and validation of Tickets by Customer to Ticket Buyers (excluding any liability incurred as a result of Provider's breach of this Ticketing Agreement); (iii) the promotion, production, management, presentation, performance, postponement or cancellation of an Event; and (iv) any breach of applicable laws by Customer ("**Claims**").

19. Exclusivity. Customer undertakes and agrees to exclusively use the Momentus Ticketing Platform for Events and the sale of Tickets for such Events via all channels (online and offline incl. point-of-sale/box office/partner sales). "**Exclusively**" means that (i) Customer will perform the respective activities (in particular, the creation, distribution, the sale as well as the management and validation of Tickets) solely using the Momentus Ticketing Platform; and (ii) Customer will refrain from using products, services or offerings of third parties or own products or services competing with the Momentus Ticketing Platform.

20. Force Majeure. Neither Party shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from Force Majeure. "**Force Majeure**" shall mean circumstances beyond the reasonable control of the Party whose performance is being affected, including but not limited to natural disasters (e.g., earthquakes, floods), fire or other acts of nature or a further uncontrollable spread of the coronavirus (SARS-CoV-2/COVID-19) epidemic or pandemic or other infectious diseases, official orders of domestic quarantine or similar, acts of war, insurrection, strikes, lock-outs or other serious labor disputes, riots, governmental or regulatory actions or restrictions, sanctions, embargoes, nuclear incidents, electromagnetic pulses or the failure of any essential utilities.

21. Governing Terms. By signing this Ticketing Agreement, Customer acknowledges that it has read, understood, and accepted its terms. This Ticketing Agreement may be executed electronically and becomes

valid and binding on the Parties when signed by each Party's legal representative or other authorized signatory.

Momentum Technologies, LLC Signature: _____ Name: _____ Title: _____ Date: _____	Customer Signature: _____ Name: _____ Title: _____ Date: _____
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