



## Eventbrite Services Agreement

This Eventbrite Services Agreement (“**Agreement**”) is entered into by and between Wheaton Park District (“**Organizer**”) and Eventbrite, Inc., a Delaware Corporation (“**Eventbrite**”). Organizer and Eventbrite are referred to individually as a “**Party**” and collectively as the “**Parties**.” Capitalized terms used but not defined in this Agreement are defined in the Eventbrite Standard Terms and Conditions, as described below (“**Standard Terms and Conditions**”). The “**Effective Date**” of this Agreement is the latest date of signature below.

### 1. TERM

The term of this Agreement is 24 months from March 23, 2023 (the “**Initial Term**”). Following the Initial Term, this Agreement will automatically renew for successive additional 1-year terms (each, a “**Renewal Term**” and together with the Initial Term, the “**Term**”) unless either Party provides Notice to the other Party of its intention not to renew this Agreement during the 30-day period immediately before the end of the then-current Term. Upon or as soon as reasonably practicable after such a renewal, the Eventbrite Service Fee (and, if applicable, the Eventbrite Payment Processing Fee and any monthly fees) payable by Organizer hereunder will be adjusted to reflect Eventbrite's then-current highest fee rate listed at <https://www.eventbrite.com/support/articleredirect?anum=7285> (or otherwise on the Site if unavailable at such link), for the respective currencies specified in this Agreement, as of the first day of the Renewal Term, and those rates will apply for the duration of such Renewal Term unless agreed otherwise by the Parties in writing.

### 2. SERVICES AND SOLUTIONS

During the Term, and subject to the terms and conditions of this Agreement (including, for clarity, the Eventbrite Terms of Service and Standard Terms and Conditions), Eventbrite agrees to grant Organizer access to the Eventbrite.com Site (or the applicable territorial domain(s)) through an event organizer account, and to provide the additional Services expressly set forth in this Section (if any).

### 3. FEES

Eventbrite Service Fee		
	Percentage Fee	Flat Fee
<i>Online Service Fee</i>		
Face Value USD \$0.01 – 10.00	0% of the Face Value	USD \$1.00
Face Value USD \$10.01 – 15.00	0% of the Face Value	USD \$1.50
Face Value USD \$15.01 – 25.00	0% of the Face Value	USD \$2.00
Face Value USD \$25.01 – 35.00	0% of the Face Value	USD \$2.75
Face Value USD \$35.01 and up	0% of the Face Value	USD \$3.50
<b>Eventbrite Payment Processing Fee:</b> 2.5% of the Transaction Value		

Royalty Fee			
	Percentage Fee	Flat Fee	Fee Cap
<i>Royalty</i>	10% of the Face Value	USD \$0.00	USD \$10.00

The Eventbrite Service Fee and the Eventbrite Payment Processing Fee (if applicable) stated above (“**Service Fees**”) will apply to all paid tickets and registrations sold on the Eventbrite System that are processed in the currency(ies) listed above. For tickets or registrations processed in other currencies, Organizer agrees to pay the Services Fees listed at <https://www.eventbrite.com/support/articleredirect?anum=7285> as of the date on which such tickets or registrations are processed. To ensure that the Service Fee and Royalty rates are applied to Organizer's account(s), Organizer must notify Eventbrite of the account username(s).

Eventbrite will collect a fee from Consumers in the amount of the Organizer Royalties stated above on tickets/registrations sold by Organizer through the transaction type indicated above (each, a “**Royalty**”). Eventbrite will collect Royalties at the time of purchase along with the Service Fee. The Royalty will only apply to sales that bear an Eventbrite Service Fee, unless otherwise agreed in writing by Eventbrite. Once set, the Royalty applied will be applied to all Events and ticket types, and Eventbrite is not obligated to modify or remove the Royalty during the Term.

### 4. EXCLUSIVITY

Name of Venue(s):	Wheaton Park District- Memorial Park
Address of Venue(s)	225 Karlskoga Ave, Wheaton, IL 60187

Organizer, on behalf of itself and its Affiliates, hereby appoints Eventbrite as the sole and exclusive provider during the Term of Ticketing and Registration Services for (i) all events at Venues (including events promoted by third parties), including, without limitation, the Venues listed above, and (ii) all other Events. During the Term, Organizer and its Affiliates will not (A) sell tickets or registrations to any Events through any other person or entity; and/or (B) enter into any other agreement that would violate Eventbrite's exclusive rights stated in



this Agreement. Upon any Divestiture or Change of Control of Organizer or any Venues or Events, Eventbrite's rights and Organizer's and its Affiliates' exclusivity obligations will continue in full force and effect after such Divestiture or Change of Control for all Venues and Events. If the name or address of a Venue changes during the Term, Eventbrite's rights and Organizer's and its Affiliates' exclusivity obligations will continue in full force and effect after such change.

For the avoidance of doubt, any breach by Organizer of this "Exclusivity" Section of the Agreement will be deemed material and incurable. In addition to all other remedies contained herein and/or otherwise available at law or equity, in the event of a breach by Organizer of the exclusivity rights conferred upon Eventbrite under this Section, and without prejudice to Eventbrite's right to pursue all such remedies:

(a) Eventbrite shall be entitled to collect from Organizer all Service Fees attributable to each ticket or registration sold in violation of Eventbrite's exclusivity rights, as if such tickets or registrations had been sold on the Eventbrite System; and

(b) Eventbrite shall be entitled for the duration of such breach to adjust the features, services, and the Eventbrite Service Fee rate (and, if applicable, the Eventbrite Payment Processing Fee rate and any monthly fees, if applicable) payable by Organizer hereunder to reflect Eventbrite's then-current highest standard list pricing fee rate and related package listed at [www.eventbrite.com/support/articleredirect?anum=7285](http://www.eventbrite.com/support/articleredirect?anum=7285) (or otherwise on the Site if unavailable at such link), including to cease the collection of Royalties and the payment of Scheduled Payouts to Organizer, if applicable.

## 5. BONUSES

<b>Bonus Threshold</b>	100 Qualified Tickets for Events completed during the given Contract Year
<b>Bonus Amount</b>	20% of Eventbrite Service Fees generated from Qualified Tickets sold over and above the Bonus Threshold for Events completed during the given Contract Year

If Organizer achieves the Bonus Threshold stated above during a given 12-month period of the Initial Term (each such year, a "**Contract Year**," with the first Contract Year beginning on the Effective Date), Eventbrite agrees to pay Organizer the Bonus Amount stated above (each such payment, a "**Bonus Payment**"), subject to the terms of this Agreement.

"**Qualified Tickets**" are paid Eventbrite Service Fee-bearing tickets that Organizer sells on the Site using Eventbrite Payment Processing, pursuant to this Agreement, to bona fide Consumers for Events that are exclusively sold and completed on Eventbrite. For illustration purposes, Qualified Tickets sold during the first Contract Year for an Event that is completed during the second Contract Year will be counted toward the second Contract Year's Bonus Threshold and Bonus Amount. The Bonus Threshold will reset at the beginning of each Contract Year. Excess ticket sales from Events completed during one Contract Year will not carry over to the next Contract Year for purposes of determining Bonus Payments. Sales through Eventbrite's Point of Sale Solution and tickets that are refunded or the subject of a chargeback will not count in determining Bonus Payments. Tickets sold in installments will not be counted as more than one ticket, and will not be counted unless all installment payments are completed. Any payments made in error or excess (for example, payment made for a ticket that is ultimately refunded) must be promptly returned to Eventbrite.

Provided that the Organizer complies with the terms of this Agreement, Eventbrite will remit Bonus Payments as soon as reasonably practicable following the later of: (i) the end of the relevant Contract Year; and (ii) Eventbrite's receipt of a written request from Organizer for Eventbrite to calculate the qualifying Sales. Eventbrite will not be obligated to make a Bonus Payment unless such request is received within 90 days of the end of the applicable Contract Year. This section (Bonuses) will apply only during the Initial Term and not during any Renewal Term.

## 6. CONFIDENTIALITY

To the extent not prohibited by applicable law, Organizer will keep confidential the terms of this Agreement (including but not limited to the Fees, Services and all other financial terms granted to Organizer in this Agreement), as well as adhere to the confidentiality provisions stated in the Standard Terms and Conditions.

## 7. STANDARD TERMS AND CONDITIONS

This Agreement includes and incorporates Eventbrite's Standard Terms and Conditions which are attached as the Standard Terms and Conditions Exhibit as well as the Eventbrite Terms of Service (the "**Terms of Service**"), which are incorporated into this Agreement by reference. A copy of the Terms of Service is available at [www.eventbrite.com/tos/](http://www.eventbrite.com/tos/), and the Terms of Service include and incorporate the Eventbrite Merchant Agreement, a copy of which is available at <http://www.eventbrite.com/merchantagreement> (the "**Merchant Agreement**"). In the event of a conflict between or among this Agreement, the Standard Terms and Conditions, the Terms of Service, and the Merchant Agreement, the following order of precedence will apply: first the Merchant Agreement, then this Agreement, then the Standard Terms and Conditions, and then the Terms of Service. This Agreement is not valid if returned with unilateral markups or changes.



IN WITNESS WHEREOF, the Party or Parties below have executed this Agreement as of the Effective Date.

**Wheaton Park District**

Signature:

DocuSigned by:

*Michael J Benard*

Name (Print): Michael J Benard

Title: Exec Dir

Date Signed: 2023-03-24

**Eventbrite, Inc.**

Signature:

DocuSigned by:

*Rick Spencer*

Name (Print): Rick Spencer

Title: Director, Commercial

Date Signed: 2023-03-23



## Standard Terms and Conditions Exhibit

These Standard Terms and Conditions (the "**Standard Terms and Conditions**") are appended to and incorporated into the Eventbrite Services Agreement between Eventbrite and Organizer (the "**Agreement**"). Unless otherwise defined, capitalized terms used in the Agreement have the same meaning as stated in these Standard Terms and Conditions.

### 1. SERVICES; SETTLEMENT OF SALES

This Agreement may make reference to Eventbrite's products, features and/or offerings available (i) online through various Eventbrite properties including without limitation, Eventbrite, Eventbrite Communities, Eventbrite Music, Eventbrite Venue, Lanyrd, Rally, Ticketea, Ticketfly, Ticketscript Limited, nvite, Social Ads, and Eventbrite Boost ("**Site(s)**"); (ii) outside of Eventbrite's Site(s), including without limitation, sponsorship and marketing or distribution services; and (iii) services provided through mobile applications, webpages, application programming interfaces, and subdomains ("**Applications**"). Subsections (i), (ii) and (iii) of this Section 1 of these Standard Terms and Conditions are collectively referred to as "Eventbrite Properties" or our "Services."

For the avoidance of doubt, Eventbrite is not obligated to provide any Service except as explicitly required under the express terms of this Agreement or a duly executed amendment, statement of work, or order form adopted and/or submitted in accordance with this Agreement. Although Eventbrite may from time to time elect as a courtesy to provide Organizer certain Services that are not expressly required of Eventbrite under this Agreement, such election shall not obligate Eventbrite to continue to provide, and/or entitle Organizer to continue to receive, any such Service(s). Without limiting sections 4.2 and 20 of the Terms of Service, Eventbrite may choose to stop offering Services, or any particular portion of the Service (including, without limitation, any Solutions), or modify or replace any aspect of the Service, at any time.

Unless Organizer is approved to receive Scheduled Payouts, Organizer's share of Sales will be settled to Organizer in accordance with the terms and conditions of the Merchant Agreement (which is part of the Terms of Service), under which Sales transacted using Eventbrite Payment Processing are typically settled within five (5) business days after the successful completion of the Event. If Organizer applies to receive Scheduled Payouts, and if Eventbrite approves Organizer's application, any Scheduled Payouts are advances of amounts that may become due to Organizer under the Merchant Agreement and are subject to the terms and conditions of the Merchant Agreement (including, without limitation, Eventbrite's rights to terminate, suspend, modify, and demand back Scheduled Payouts). Upon receiving Scheduled Payouts or any other advance, Organizer agrees to use Eventbrite Payment Processing throughout the Term. In connection with Scheduled Payouts, Organizer will notify Eventbrite immediately, and when practicable at least 3 days prior to public announcement, if an Event will be cancelled, postponed or materially modified.

### 2. DEFINITIONS

Depending on the Services requested by Organizer, some of the definitions stated below may not be applicable to the Agreement between Eventbrite and Organizer.

An "**Affiliate**" of an entity means any person or entity that controls, is controlled by, or that is under common control with, such entity, whether as of the Effective Date or thereafter. For purposes of the Agreement and these Standard Terms and Conditions, "control" means ownership or control, directly or indirectly, of more than 20% of the outstanding voting stock of an entity or otherwise possessing the power to direct the management and policies of an entity.

"**Change of Control**" means (i) any transaction or series of transactions (whether by merger, consolidation, sale of equity or otherwise) that results in the transfer of the beneficial ownership of more than 50% of the combined voting power of an entity's then-outstanding securities voting shares, membership units, and/or other ownership interests, as applicable, or the consummation of any other merger or consolidation of an entity with or into another entity; (ii) any sale, transfer or other disposition of substantially all of the assets of an entity; or (iii) any other transaction or series of transactions that has the substantial effect of any of the foregoing.

"**Divestiture**" means any transaction or series of transactions where Organizer or any of its Affiliates sells, transfers or otherwise divests, in whole or in part, a business unit, division or organization responsible for promoting an Event.

"**Eventbrite Payment Processing**" or "**EPP**" means Eventbrite's payment processing service as further described in the Merchant Agreement (which is part of the Terms of Service). EPP is required for all transactions using Eventbrite's point of sale solution.

"**Eventbrite System**" means all Eventbrite proprietary technology, including but not limited to software, and all Eventbrite operated or licensed services that have or will be established by Eventbrite for the purpose of marketing, selling, delivering, printing, or otherwise making tickets available for sale. The Eventbrite System includes, but is not limited to, the password-protected, world wide web application, which can be accessed over the Internet by Organizer in order to perform operations related to online ticket sales, box office sales, marketing tools, website operations, as well as any future modifications to the application and any additions to the application, such as other technologies developed, owned or licensed by Eventbrite in the future relating to providing its Services.

"**Events**" means all in-person and virtual events promoted, produced, owned, or hosted, either individually or jointly with others by Organizer and/or its Affiliates at any time during the Term, or for which Organizer and/or its Affiliates control all or any lesser allocations



of the ticketing rights at any time during the Term.

**"Face Value"** means the price of a ticket or registration sold through the Eventbrite System. The Face Value includes all applicable local, state and federal taxes but excludes Fees.

**"Notice"** means a written notification sent by Organizer to Eventbrite at legal@eventbrite.com or sent by Eventbrite to Organizer at the primary Eventbrite username used by Organizer, or at the email address of Organizer's primary contact.

**"Sales"** means the proceeds from the sale to third-party Consumers of tickets, registrations or other items related to Organizer's Events on the Eventbrite System, including, without limitation, Face Value, Taxes, Royalties and Fees. Additional fees collected from Consumers for specific methods of delivering tickets (such as shipping fees) and tickets/registrations that are refunded or the subject of a chargeback will not count in determining Fee waivers, Fee credits, account credits, duration of a Sales-based Term, Royalties, Bonus Payments, Minimum Sales Amounts, or Minimum Yearly Sales Amounts, as applicable.

**"Scheduled Payouts"** means the advance to Organizer of a portion of the Organizer's share of Sales (i.e., net of all Fees due to Eventbrite and any other amounts deductible pursuant to the Merchant Agreement) for any Event(s) that has or have not yet concluded.

**"Sales Commencement Date"** means that date that Organizer sells 20 paid tickets or registrations on the Eventbrite System following the Effective Date.

**"Ticketing and Registration Services"** means any sale of tickets or registrations conducted in any manner, from a microprocessor-based device or otherwise, including but not limited to computers, fixed line or cellular telephones, kiosks, ATMs, televisions, dumb terminals and personal digital assistants, with or without the intervention of a human sales agent.

**"Transaction Value"** means the total value of Organizer's transaction processed by Eventbrite, including the Face Value, Organizer Royalty (if any) and Service Fees.

**"Venue"** means any venue or physical location of any nature whatsoever, indoors or outdoors, whether now existing or existing at any time during the Term, that Organizer and/or its Affiliates owns and/or operates at any time during the Term.

### 3. TAXES

All Fees (including, without limitation, Service Fees) are exclusive of Taxes. **"Taxes"** has the meaning given to it in the Merchant Agreement and includes, without limitation, any sales, use, amusement, Value Added Tax, goods and services and/or GST, consumption, excise and other taxes, duties, levies and charges.

### 4. TERM AND TERMINATION

Each Party may terminate the Agreement before the end of the Term only if the other Party (i) materially breaches or defaults under the Agreement and fails to cure the material breach or default (if curable) within 30 days (or 10 business days, in the case of a monetary default) of receiving Notice thereof; or (ii) is subject to a filed bankruptcy petition or formal insolvency proceeding or upon any appointment of a receiver for all or any portion of the other Party's business, or any assignment of all or substantially all of the assets of such other Party for the benefit of creditors. No other event, including but not limited to a Divestiture, a Change of Control, or a full or partial (re)payment to Eventbrite of the Advance and/or Sponsorship Payment (as applicable) entitles or authorizes Organizer and/or its successor entity(ies), as applicable, to avoid Organizer's Exclusivity or other obligations arising under this Agreement prior to expiration of the Term. In addition to the grounds set forth above, Eventbrite may terminate the Agreement immediately in the event that Organizer experiences, in Eventbrite's reasonable discretion, a material adverse change in Organizer's operations, business, assets, properties, liabilities (actual or contingent), financial condition or prospects or in the ability of Organizer to perform its obligations when due under the Agreement. All provisions of the Agreement that by their nature should survive termination or expiration of the Agreement will survive (including, without limitation, all obligations to make payment).

In the event that Organizer ceases selling Tickets on the Site to any Event that is subject to the "Exclusivity" Section of this Agreement prior to the end of the Term for any reason and/or Organizer suspends operations for any Event or Venue for any reason, then, in addition to and without limiting any of Eventbrite's rights or remedies, the Term will automatically extend by a period of time equal to the duration of the applicable contingency(ies). For the avoidance of doubt, Eventbrite will not have any obligation to make additional sponsorship payments, Advances, or bonus payments to Organizer during any extension of the Term unless mutually agreed in writing via a duly executed amendment to this Agreement.

### 5. REPRESENTATIONS AND WARRANTIES

Each party hereby represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws of the state of its formation; (ii) it has all requisite power and authority to enter into the Agreement and to carry out the transactions contemplated hereby and it is not insolvent or entering the zone of insolvency; (iii) the entering into and performing of the Agreement will not result in any breach of, or constitute default under, any other agreement to which it is a party, including, without limitation, any other agreement for the sale of tickets; (iv) the undersigned for each party has the full right, legal power and actual authority to bind such party to the terms and conditions hereof; and (v) there is no claim, action, suit, proceeding, charge or investigation pending, or to its knowledge,



currently threatened (in writing or orally), against it that could reasonably be expected to be material to it.

Organizer represents and warrants to Eventbrite that (i) any information provided by Organizer to Eventbrite verbally or in writing (including ticket sales data, settlement reports, entity ownership information, financial statements) are true and correct in all material respects, and (ii) without in any way limiting any exclusivity obligations stated in the Agreement, Organizer has the sole right to control ticketing and registration for, and appoint Eventbrite as exclusive ticketing and registration agent for, the Events.

**6. CONFIDENTIALITY**

The parties to this Agreement acknowledge and agree that this Agreement and the terms hereof constitute the confidential information of each respective party. Each party covenants and agrees that it will hold in confidence and will not disclose this Agreement or any of its terms to any other person or entity, other than (i) to its employees, contractors or agents having a need to know such information in connection with this Agreement, (ii) disclosures required by law, court order, pursuant to the terms of a valid and effective subpoena, or order issued by a governmental authority, (iii) disclosures required by securities laws and/or exchange listing requirements to which the disclosing party is subject, or (iv) to investors and advisors as part of due diligence reviews in connection with investments in or acquisitions of the disclosing party's business.

**7. Limitation of Liability**

The "Limitation of Liability" Section of the Terms of Service is hereby deleted in its entirety and replaced with the following:

"EVENTBRITE WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WITH RESPECT TO THE SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN WILL BE DEEMED TO LIMIT EVENTBRITE'S RIGHT TO RECOVER SERVICE FEES IT WOULD HAVE GENERATED FROM ORGANIZER BUT FOR ORGANIZER'S BREACH OF THIS AGREEMENT, WHICH THE PARTIES AGREE ARE GENERAL DAMAGES. IN ADDITION, OTHER THAN FOR EVENTBRITE'S OBLIGATIONS TO PAY EVENT PROCEEDS UNDER THE MERCHANT AGREEMENT, EVENTBRITE'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS WITH RESPECT TO THE SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, WILL BE LIMITED TO THE AMOUNT OF EVENTBRITE SERVICE FEES PAID BY ORGANIZER TO EVENTBRITE DURING THE 12 MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO THE CLAIM."

**8. Indemnification Obligations**

The "Indemnification" Section in the Terms of Service is hereby deleted in its entirety and replaced with the following:

(a) Subject to the "Limitation of Liability" Section of this Agreement, Eventbrite agrees to defend, indemnify and hold Organizer and its affiliates, and each of its and their respective officers, directors, agents, partners, and employees, harmless from any and all damage, loss, liability, cost and expense (including, without limitation, reasonable attorneys' and accounting fees) resulting from any claim, demand, suit or other legal proceeding made by any third party that arises out of or results from the Services (or any part thereof) infringing any US patent or trademark right of such third party (each, an "**Infringement Claim**"). In the event of any such Infringement Claim, Eventbrite may, at its option: (i) purchase a license to permit Organizer to continue using the Services; (ii) modify or replace the relevant Services with non-infringing services of substantially equivalent performance; or (iii) terminate this Agreement immediately and reimburse Organizer for any fees paid in advance for Services that will not be performed due to such termination. Notwithstanding the foregoing, Eventbrite will have no obligation under this Section or otherwise with respect to any Infringement Claim based upon (A) any use of the Services not in accordance with this Agreement, (B) any use of the Services in combination with other products, equipment, software or data not provided by Eventbrite, or (C) any modification of the Services by any person other than Eventbrite or its authorized agents or subcontractors acting under its specific authority. THIS SECTION STATES EVENTBRITE'S SOLE AND EXCLUSIVE LIABILITY, AND ORGANIZER'S SOLE AND EXCLUSIVE REMEDY, FOR INFRINGEMENT CLAIMS.

(b) Subject to the "Limitation of Liability" Section of this Agreement, Eventbrite agrees to defend, indemnify and hold Organizer and its affiliates, and each of its and their respective officers, directors, agents, partners, and employees, harmless from any and all damage, loss, liability, cost and expense (including, without limitation, reasonable attorneys' and accounting fees) resulting from any claim, demand, suit or other legal proceeding made by any third party (each a "**Claim**," and together with an Infringement Claim, a "**Third Party Claim**") that arises out of or results from Eventbrite's gross negligence or willful misconduct, other than to the extent such Claim arises out of or results from Organizer's gross negligence or willful misconduct.

(c) To the extent not prohibited by applicable law and subject to the "Limitation of Liability" Section of this Agreement, Organizer agrees to defend, indemnify and hold Eventbrite and its affiliates, and each of its and their respective officers, directors, agents, partners, and employees, harmless from any and all damage, loss, liability, cost and expense (including, without limitation, reasonable attorneys' and accounting fees) resulting from any Claim that arises out of or results from (i) Organizer Content; (ii) Organizer's breach of this Agreement; (iii) Organizer's or any of Organizer's affiliates', or any of Organizer's or its affiliates' officers, directors, agents or employees,



use of, contribution to or connection with the Services; and/or (iv) Organizer's Events, other than to the extent such Claim arises out of or results from Eventbrite's gross negligence or willful misconduct.

(d) In order for any Third Party Claim to be indemnifiable hereunder, the party seeking indemnification will (i) provide prompt written notice to the indemnifying party upon learning of such Third Party Claim, provided that failure to provide such prompt written notice will only relieve the indemnifying party of its obligations hereunder to the extent it is prejudiced by such failure, (ii) allow the indemnifying party to assume the exclusive defense and control of such Third Party Claim and its settlement, provided that the indemnifying party will obtain the indemnified party's consent to any compromise or settlement of a Third Party Claim that does not fully discharge the indemnified party of all liabilities and obligations, and (iii) cooperate with the indemnifying party (or its insurer), at the indemnifying party's expense, with all reasonable requests in assisting the defense of such Third Party Claim.

#### 9. Certificate of Insurance

Upon request by Organizer and no more than once per calendar year during the Term, Eventbrite agrees to provide a certificate of insurance to Organizer, which shall contain, at a minimum, the following limits:

- a. Commercial General Liability Insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, and \$5,000 medical expense (any one person);
- b. Workers' Compensation Insurance as required by applicable law, and Employer's Liability Insurance with a limit not less than \$1,000,000 each accident;
- c. Umbrella Liability Insurance with a limit not less than \$5,000,000;
- d. Technology Errors and Omissions Insurance (including, without limitation, Cyber Liability) with a limit of USD \$5,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Eventbrite in the Agreement. The policy shall provide coverage for breach response costs as well as one (1) year of credit monitoring expenses; and
- e. Fidelity (Crime) Insurance with a limit not less than \$1,000,000 per loss. The policy shall include Employee Dishonesty and, where applicable, Inside/Outside Premises Money & Securities coverages for Organizer property in the care, custody and control of Eventbrite.

#### 10. GOVERNING LAW AND DISPUTE RESOLUTION

The Agreement and these Standard Terms and Conditions are governed by the laws of the state of Illinois, excluding conflict of law rules. The "Binding Arbitration" Section of the Terms of Service will not apply to the Agreement or any disputes between Eventbrite and Organizer. All disputes, proceedings or claims arising out of or relating to the Agreement or the relationship between the Parties will be brought and litigated exclusively in the federal or state courts of San Francisco, California, USA and each Party consents to personal jurisdiction in those courts. In the event of a dispute between the Parties, the prevailing Party for any such action will be entitled to its reasonable attorneys' fees and costs incurred in the action from the other Party.

ORGANIZER AND EVENTBRITE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING. THE ADJUDICATOR MAY NOT CONSOLIDATE MORE THAN ONE PARTY'S CLAIMS, MAY NOT PRESIDE OVER ANY FORM OF CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING AND MAY ONLY PROVIDE RELIEF IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.

#### 11. ASSIGNMENT AND TRANSFER

This Agreement is personal to Organizer and may not be assigned or transferred (whether by operation of law or otherwise) by Organizer without Eventbrite's prior written consent, except to a successor as a result of a Divestiture or Change of Control, in which case Organizer will provide Eventbrite detailed Notice thereof. This Agreement will be binding on and inure to the benefit of each of the Parties and their respective successors and assigns.

#### 12. REMEDIES; INSOLVENCY

Eventbrite will be entitled to offset any amounts payable to Eventbrite by Organizer under the Agreement (or any other agreement between Eventbrite and Organizer and/or their Affiliates) against any amounts payable by Eventbrite to Organizer (or payable by Eventbrite to a third party on Organizer's behalf or to procure services for Organizer) under the Agreement (or any other agreement between Eventbrite and Organizer and/or their Affiliates) or as otherwise necessary to secure Organizer's performance under this Agreement. Eventbrite will not be obligated to pay any third parties on Organizer's behalf or to procure services for Organizer if Organizer breaches the Agreement. A breach by Organizer of any exclusivity or confidentiality obligations under the Agreement may result in irreparable and continuing damage to Eventbrite for which there may be no adequate remedy at law. Upon any such breach or any threat thereof, Eventbrite will be entitled to seek appropriate equitable relief, without the requirement of posting a bond, and in addition to whatever remedies it might have at law.

No remedy conferred upon or available to Eventbrite under this Agreement is intended to be exclusive of any other remedy. Rather, each and every remedy shall be cumulative and shall be in addition to every other remedy provided for hereunder or now or hereafter existing at law, in equity, by statute, or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other remedies.

This subsection applies only if this Agreement provides for any Advance(s), Sponsorship Payment(s) and/or True-Up Payment(s). Without limiting the generality of the foregoing, neither the repayment of an Advance and/or Sponsorship Payment nor the payment of a True-Up



Payment shall authorize or permit Organizer the right to Terminate this Agreement, to shorten the Term, or to avoid or breach any other obligations to Eventbrite hereunder, including but not limited to those set forth in the "Exclusivity" and or "Minimums" section of the Agreement. In addition, neither the repayment of an Advance and/or Sponsorship Payment and/or nor the payment of a True-Up Payment shall limit, or diminish in any way Eventbrite's right to recovery of lost profits in the event of termination of this Agreement before the expiration of the Term or Organizer's breach of the "Exclusivity" Section, "Minimums" Section, or other provision of this Agreement.

Organizer shall provide immediate written notice to Eventbrite in the event it files any voluntary or involuntary petition under the bankruptcy or insolvency laws or upon any appointment of a receiver for all or any portion of Organizer's business or the assignment of all or substantially all of the assets of Organizer for the benefit of creditors. The Parties agree that the Agreement constitutes a financial accommodation by Eventbrite to Organizer as such term is utilized in 11 U.S.C. § 365.

**13. LEGAL REVIEW**

Each of the Parties has had the opportunity to have its legal counsel review the Agreement on its behalf. If an ambiguity or question of intent arises with respect to any provision of the Agreement, the Agreement will be construed as if drafted jointly by the Parties. The Parties expressly agree that the construction and interpretation of the Agreement shall not be strictly construed against the drafter.

**14. MISCELLANEOUS**

The relationship created by this Agreement is that of independent contractors, and nothing contained in this Agreement will be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the Parties. The Agreement (including these Standard Terms and Conditions and the Terms of Service) constitutes the entire agreement between Organizer and Eventbrite concerning its subject matter and supersedes all prior and contemporaneous agreements, proposals, discussions and communications (oral and written) on the subject matter. Organizer and any Guarantor(s), as applicable, each expressly disclaim any such prior or contemporaneous agreements, proposals, discussions, and communications inconsistent with those expressly set forth in the Agreement.

Organizer and any Guarantor(s), as applicable, each have had an opportunity to consult independent legal counsel in connection with his, her, or its decision to enter into this Agreement, and enter into this Agreement freely and without any duress or other undue influence. This Agreement reflects the product of arm's-length negotiations between sophisticated parties, and no one party shall be deemed the drafter for purposes of any rule or doctrine pursuant to which ambiguities are to be construed against the drafter. The Parties intend for this Agreement to be construed in plain English and without reference to the paragraph headings, which are for reference only. In this contract there are no terms of art, no technical or foreign words, and no ancient words fallen into disuse, that require parol interpretation.

This Agreement may be executed in counterparts (including PDF and other electronic copies), which taken together will constitute one instrument. Except as set forth in the Terms of Service, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both Parties. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision should be modified by the court and interpreted so as best to accomplish the objectives of the original provision, and the remaining provisions of this Agreement will remain in effect. Each of the services provided by Eventbrite and described herein will be deemed to be "Services" under the Terms of Service and each of the charges, fees and other costs set forth herein will be deemed to be "Fees" under the Terms of Service.



**Certificate Of Completion**

Envelope Id: 36A7C8E0C73A4F64A6CF0F5251958658

Status: Completed

Subject: Eventbrite: CORRECTED Eventbrite Services Agreement - Wheaton National Parks

Source Envelope:

Document Pages: 8

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Ryan Paxton

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651 Brannan Street, Suite 110

Envelopeld Stamping: Enabled

San Francisco, CA 94107

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

rpaxton@eventbrite.com

IP Address: 13.110.74.8

**Record Tracking**

Status: Original

Holder: Ryan Paxton

Location: DocuSign

March 23, 2023 | 15:53

rpaxton@eventbrite.com

**Signer Events**

Rick Spencer

rspencer@eventbrite.com

Director, Commercial

Eventbrite, Inc.

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



2C3ED0507C4A451

Signature Adoption: Pre-selected Style

Using IP Address: 107.119.65.87

Signed using mobile

**Timestamp**

Sent: March 23, 2023 | 15:55

Viewed: March 23, 2023 | 16:41

Signed: March 23, 2023 | 16:41

**Electronic Record and Signature Disclosure:**

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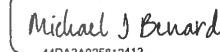
Michael J Benard

mbenard@wheatonparks.org

Exec Dir

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



44DA2A925612412

Signature Adoption: Pre-selected Style

Using IP Address: 76.157.78.166

Signed using mobile

Sent: March 23, 2023 | 15:55

Viewed: March 24, 2023 | 02:53

Signed: March 24, 2023 | 02:55

**Electronic Record and Signature Disclosure:**

Accepted: March 24, 2023 | 02:53

ID: 4a67298d-8c11-4f83-b7bb-5894400786d3

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Whitney Neiss

whitneyne@eventbrite.com

Eventbrite

Security Level: Email, Account Authentication  
(None)**COPIED**

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**Witness Events****Signature****Timestamp**

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	March 23, 2023   15:55
Certified Delivered	Security Checked	March 24, 2023   02:53
Signing Complete	Security Checked	March 24, 2023   02:55
Completed	Security Checked	March 24, 2023   02:55
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Eventbrite (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Eventbrite:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: miguel@eventbrite.com

**To advise Eventbrite of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at miguel@eventbrite.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Eventbrite**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to miguel@eventbrite.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Eventbrite**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to miguel@eventbrite.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number.

We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Eventbrite as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Eventbrite during the course of my relationship with you.

