Usage and License Agreement ("Agreement"), dated **3 December 2020**, by and between **Artech Holdings, LLC, dba On The Stage**, owner of the ticketing website www.OnTheStage.com (the "**Site**"), a limited liability company organized under the laws of the State of New York (the "**Company**"), and **San Leandro Performing Arts Center**, with offices located at **2250 Bancroft Avenue, San Leandro, CA 94577** (the "**Client**").

The parties agree to the following:

1. **Terms.** The following Terms are governed by the Company's official Terms of Service. This Agreement and the Company's official Terms of Service on the Site shall constitute the entire agreement ("Agreement") between the parties.

2. **Exclusivity.** The parties agree that On The Stage will serve as the sole and exclusive ticket sales platform for the Client. Client or Client's authorized agents will exercise best efforts to process all transactions in connection with online ticket sales, ticket sales by telephone, and/or ticket sales made in person, inclusive of subscription ticket sales, to all of Client's ticketed events, and/or events under the purview, jurisdiction, or supervision of Client.

3. **Services; Fee Disclosures.** Company shall provide Client with the following (the "Services") to be provided indefinitely unless otherwise cancelled according to the terms of this contract:

1. A durable license to use the On The Stage website and suite of services ("Product").
2. Licenses to any applicable software and mobile applications affiliated with the Product.
3. Proprietary ticketing services, with the default tier **PRO - $1.20** for each ticket that is ordered, reserved, or processed for a ticketed event, and **$0.25** for each complimentary ticket ("Comp") issued using the Product.
4. There will be a **$50.00** per-production fee to utilize the optional Product feature CenterStream.
5. Tickets types sold for CenterStream performances will incur a **$1.00** fee per ticket distributed. This fee is in addition to the standard ticket fees above.
6. Online credit card processing at the rate of **4%** of the total transaction amount, plus **$0.30** per completed transaction.
7. Access to print-on-demand merchandising platform.
8. On demand Client and patron support for the Product suite.

All usage Fees are the responsibility of the Client. Upon execution, current Tier Fees will be applicable for a period of One (1) Year. Fees for Optional Services and/or Services provided not included in or related to Tier Fees are subject to change at any time.

4**. Enterprise Account.** Client will be provided with an Enterprise Account. Client has the ability to create, assign, and administer unique, individual sub accounts which will operate under the terms of the Agreement.

As the primary account administrator, Client acknowledges that any subaccount utilizing Company's Product offerings under the administration of the Client Enterprise Account are the sole responsibility of the Client, including, but not limited to: ensuring sub accounts use the Product and its offerings in accordance to the Terms of Service, payment of fees due to Company through the normal use of the site and its offerings in a timely manner, and the resolution of any breaches to the Terms of Service that may occur. The preceding list should not be considered all-inclusive.

Client acknowledges that sub accounts and their respective assigned Tier Fees, per Exhibit A, are prohibited from downgrading to a lower tier for a period of one year from the date of execution. Though any existing or new sub account may enroll or upgrade to a higher Tier Fee at any time in order to access additional Services, Client acknowledges that upgrades made to a higher Tier Fee subsequent to the date of execution by sub accounts are prohibited from downgrading to a lower tier thereafter for a period of one (1) year, or until the termination or anniversary of the Agreement, whichever may come first.

Client further acknowledges that any utilization of the Product offerings and/or Services by the Client, users authorized by Client, or Client's assignees or sub account users are subject to the terms of Agreement.

5. **Delivery.** Company shall deliver access to the Product platform within 7 days of this contract being signed.

6. **Invoices; Payments.** Upon the completion of the Client's ticketed event, Company will provide Client an itemized invoice of fees incurred through Client's use of the Product. All fees for Services are due within 30 days of the Company's invoice date. At the Company's discretion and where permitted by law, Company may impose a delinquency charge of the lesser of 1% per month or the highest rate allowed under applicable law on all overdue amounts until the amounts are paid in full.

Should funds collected by Company from non-ticketed revenue on behalf of Client or Client's authorized agents through the Product be greater than any fees due for Company's services, a check for the balance of monies due to Client shall be remitted within 10 business days of the account reconciliation date, to include a detailed financial statement delineating both any fees due and/or fees collected by Company, as well as any remaining monies remitted to Client.

7. **Refunds; Credit Card Disputes.** Ticket refunds may be made in full at the discretion of the Client. Should the Client choose to offer refunds, it is the sole responsibility of the Client to communicate to patrons any information pertaining to Client's refund policy. If the refund is made prior to the date of the ticketed performance, the Client will incur no fees from the Company, but will be responsible for any fees levied or retained by the Company's third-party credit card processor. If a refund is issued after the conclusion of the ticketed performance, the Client is responsible for all per ticket fees and credit card processing fees associated with refunded purchases. Post-performance refunds must be made within 7 days of the date of the original ticketed date.

Refunds, exchanges, and any other requests relating to the Seller's customers or patrons and their ticket purchases or other transactions made through the Site are the sole responsibility of the Ticket Seller.
If a Ticket Seller's patron or customer submits an unwarranted dispute with their payment provider for a purchase made through the Site, the cost of the dispute will be charged back to you.

8. **Streaming Services.** Company's Product feature CenterStream is a proprietary service offered to Client. All streamed performances ticketed through Product are to be viewed by ticket buyers exclusively through Client's secured Product show site. Any attempt to circumvent Company's Product Services in an effort to stream performances to an alternate streaming site shall result in the immediate termination of the Client's performance

stream, revocation of Client's Product licenses, and the permanent suspension of Client's Product account. Should Client's account be suspended for non-compliance, all monies from ticket sales and/or donations for any current or future production offered by Client through the product will be immediately refunded to ticket buyers and/or donors.

In the event of a mass refund due to non-compliance with Company's Terms of Service, Client will be responsible for all ticket fees due to Company on services rendered and/or tickets distributed. In addition to fees due to Company, all refund fees due to or retained by Company's third-party credit card processor will also remain the responsibility of Client.

9. **Disclaimer of Warranty; Due Diligence.** The Company disclaims all warranties of quality, whether express or implied, including the warranty of merchantability and fitness for a particular purpose. The Client acknowledges that it has relied solely on the investigations, examinations, and inspections as the Client has chosen to make and that the Company has afforded the Client the opportunity for full and complete investigations, examinations, and inspections.

10. **Limitation of Liability. Company will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether Company has been advised of the possibility of any such damage. In no event will Company's liability exceed the price Client paid to Company for the specific Services provided by Company giving rise to the claim or cause of action.**

11. **Limitation of Actions.** No action arising out of or relating to this Agreement or the transactions it contemplates may be commenced against Company more than 3 months after the basis for such claim could reasonably have been discovered.

12. **Force Majeure.** The Company will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Company's reasonable control, which may include, but not be limited to: war, terrorist acts, pandemics, and/or acts of nature.

13. **Governing Law and Arbitration.** This Agreement shall be governed by and construed in accordance with the laws and decisions of the City and State of New York, without resort to its conflicts of law provisions, and shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and permitted assigns. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration within the City and State of New York, and shall be administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In any adversarial proceedings between the parties arising out of this Agreement and/or the transactions it contemplates, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs, including legal fees and expenses.

14. **Terms of Service.** It is the Client's sole responsibility to use the Services offered in compliance with Company's official Terms of Service, which are available on Company website or in writing upon written request (See Appendix "A", attached). Client acknowledges that the Terms of Service will be updated from time to time. Though Company will extend best efforts to notify Client of changes that may have a material impact on this Agreement, such notification will be considered a courtesy and not a requirement. In the event of material contradictions between the two, the Company's official Terms of Service shall supersede this Agreement.

15. **Amendments.** No amendment to this Agreement will be effective unless it is in writing and signed by both parties.

16. **Effective Date.** This Agreement will become effective upon signing by both parties, and shall remain in full effect, in perpetuity, unless and until cancelled by one or both parties.

17. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, which together will form a single Agreement. This Agreement may be signed electronically.

18. **Cancellation.** This Agreement may be cancelled upon delivery of 30 days' written notice by Client or Company. Such notice shall not relieve either party from the duties or obligations described in Agreement until the 31st day following the delivery of such notice.

Each party is signing this Agreement effective as of the date first stated above. Each of the persons signing on behalf of the aforementioned parties represents and warrants that they sign, with full and complete authority, to bind the party on whose behalf of whom they are signing, to all terms of the Agreement.

For Company:

_____

By: William Aaron Hicks

Director of Operations

Artech Holdings, LLC dba On The Stage

For Client:

_____

By: Name:

Title:

Tax ID: _____

APPENDIX “A”

TERMS OF SERVICE

These Terms of Service constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”, “Seller”) and On The Stage (a dba of ARTech Holdings LLC) (“we, “us”, or “our”), concerning your access to and use of the On The Stage website as well as any other media form, media channel, mobile website or mobile application related, linked or otherwise connected thereto (collectively, the “Site”).

In order to help make the Site a secure environment for the purchase and sale of Marketplace Offerings (“Offerings”), all users are required to accept and comply with these Terms Of Service. You agree that by accessing the Site and/or the Offerings, you have read, understood, and agree to be bound by all Terms of Service. If you do not agree with all terms of service, then you are expressly prohibited from using the site and/or the offerings and must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. On The Stage reserves the right, in our sole discretion, to make changes or modifications to these Terms of Service at any time and for any reason. The Ticket Buyer may also be subject to additional terms and conditions that are required by each Seller.

You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any reviewed Terms of Service by your continued use of the Site after the date such revised Terms of Service are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from their location do so

on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

Function of On The Stage

On The Stage facilitates the sale of tickets by Sellers by providing access to the Site to create a market place from which tickets can be purchased by Ticket Buyers. On The Stage supports the streaming of live and virtual events. On The Stage provides Sellers with an online presence and facilitates access to a secure payment gateway. Each ticket is issued at the discretion of the Seller. As such, except as specified in these Terms of Service, On The Stage is not liable for any dispute that may arise between a Ticket Buyer and Seller's event(s), or transactions that occur between a Ticket Buyer and the Seller including, but not limited to, ticket purchases, merchandise purchases, or monetary donations.

On The Stage provides a paperless ticketing solution to Sellers. You acknowledge that On The Stage acts as a transaction broker between the Seller and the Ticket Buyer. Any claims with respect to the purchase of tickets, inclusive of subscriptions and/or group sales, including but not limited to claims that arise due to cancellation or postponement of events, or monetary donations made through the Seller's site, are solely between the Ticket Buyer and the Seller. To the extent permitted by law, On The Stage takes no responsibility or liability for such claims.

User Representations

By using the Site or Offerings, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Terms of Service; (2) as it pertains to making an online purchase, you are not classified as a minor in the jurisdiction in which you are located; (3) you will not access the Site or Offerings through automated or non-human means, whether through a bot, script or otherwise; (4) you will not use the Site for any illegal or unauthorized purpose; and (5) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, On The Stage reserves the right to refuse any and all current or future use of the Site (or any portion thereof).

In consideration of your use of the Site, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form, if applicable, and (b) maintain and update this information to keep it true, accurate, current and complete. If any information provided by you is untrue, inaccurate, not current or incomplete, ARTech reserves the right to terminate your account and refuse any and all current or future use of the Site and (c) You agree not to resell or transfer your On The Stage account or associated web properties, nor use of or access to the Site, except to another agent of the original client organization. We reserve the right to verify or re-verify all information submitted to the Site, either automatically or in real time during the initial registration process, after the initial registration should it be required, and/or as any ongoing need may dictate, using any commercially or publicly available means necessary.

I certify that my performance license permits me to use outside artwork in the promotion of my production; or, I certify that I have been granted explicit permission to use any/all artwork that I will provide to ON THE STAGE for the promotion of my production.

Electronic Communications

When you visit the Site or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing. You are responsible for providing, at your expense, any access to the Internet and any required equipment.

Third Party Services

In connection with your use of the Site, you may be made aware of services, products, offers and promotions provided by third parties, and not by Artech. If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party, and not Artech, is responsible for the performance of the Third Party Services.

Third Party Web Sites

The Site may contain or reference links to Web sites operated by third party ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under the control of Artech. Artech is not responsible for the content of any Third Party Website or any link contained in a Third Party Website. Artech does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by Artech of any information contained in any Third Party Website. In no event will Artech be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at Licensee's own risk, and Licensee acknowledges and understands that linked Third Party Websites may contain terms and privacy policies that are different from those of Artech. Artech is not responsible for such provisions, and expressly disclaims any liability for them.

Marketplace Offerings

On The Stage makes every effort to display as accurately as possible the colors, feature, specifications, and details of the Offerings available on the Site. However, we do not guarantee that the colors, features, specifications, and the details of the Offerings will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual colors and details of the products. All Offerings are subject to availability at the time of the transaction, and we cannot guarantee that Offerings will be in

stock. Certain Offerings may have limited quantities and are subject to return or exchange only according to the Seller's your Refund and/or Return Policy.

The Seller reserves the right to limit the quantities of the Offerings offered or available on the Site. All descriptions or pricing of the Offerings are subject to change at any time without notice, at the Seller's your sole discretion. On The Stage reserves the right to discontinue any Offerings at any time for any reason. We do not warrant that any errors in the Seller's Site will be corrected.

Purchases and payments

On The Stage accepts the following forms of payment from Ticket Buyers:

- Visa
- Mastercard
- American Express
- Discover

All payment transactions shall be in US dollars.

You agree to pay all charges, at the prices in effect at the time of purchase, including but not limited to any applicable taxes, fees, or shipping charges. You authorize On The Stage to issue an invoice for payment due for any such authorized amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Site. We may, in our sole discretion, limit or cancel ticket quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We

reserve the right to limit or block transactions that, in our sole judgement, appear to be placed by dealers, resellers, distributors, or any other Ticket Buyer deemed to be suspicious or attempting to make an illegitimate transaction.

Payment for the services used on the site will be billed at prevailing rates as listed, at the time of transaction, on the Site's Frequently Asked Questions section. Payment for any services is due within 30 days of the date of Artech's invoice. Any delinquency in payment shall incur a delinquency charge of the lesser of 1% per month or the highest rate allowed under applicable law on all overdue amounts until the amounts are paid in full. Should the funds collected by Artech on behalf of the Client through the Site be greater than the fees due the Artech for the services listed above, a check for surplus funds for all tickets dated in a given month shall be rendered no later than the 15th of the month following along with a detailed financial statement for both the fees due and any surplus delivered.

It is the responsibility of the Client to maintain compliance with any sales tax laws that are applicable to the Client's offerings. Though you are not required to collect sales tax through On The Stage, your organization may be required to report on taxable sales and remit any tax due to the proper agency. Be advised that On The Stage cannot make legal recommendations or offer advice regarding the possible collection of sales tax. It is the responsibility of the Client to consult with a tax professional regarding local sales tax codes, and to comply with the collection, reporting and remittance obligations for your organization, as applicable. Any sales tax due because of the Client's use of On The Stage are the sole responsibility of the Client.

Fees

For the services provided to the Client by On The Stage, the Client agrees to the following ticketing and transactions fees for all ticket transactions processed through the site, as applicable:

- Per-ticket fees for proprietary ticketing services, charged according to the client's selected plan. Current ticket fees available to new clients are **$0.85, $1.05, or $1.20** per ticket sold, and **$0.25** for each complimentary ticket issued
- For the streaming of live, on demand, and/or virtual events through On The Stage, an additional fee of **$1.00** will be added in addition to regular ticket fees.
- There will be a **$50.00** per-production fee to utilize the optional Product feature CenterStream.
- Credit card processing at the rate of 4% of total transaction price
- A $0.30 fee per completed Credit Card transaction.

All On The Stage Fees are subject to change at the discretion of the Company.

Refunds and Credit Card Disputes

Ticket refunds may be made in full at the discretion of the Client. Should the Client choose to offer refunds, it is the sole responsibility of the Client to communicate to patrons any information pertaining to refunds. The Client will incur the related credit card fees (4% + $0.30 per transaction) for each refunded transaction. If the refund is made following the date of the performance, the Client is responsible for all per ticket fees and credit card processing fees associated with refunded purchases. Post-performance refunds must be made within 24 hours of the closing performance.

Refunds, exchanges, and any other requests relating to the Seller's customers or patrons and their ticket purchases or other transactions made through the Site are the sole responsibility of the Ticket Seller.

If a Ticket Seller's patron or customer submits an unwarranted dispute with their payment provider for a purchase made through the Site, the cost of the dispute will be charged back to you.

Exclusivity

For any production which you create and publish a production website using the Site, Artech will act as the sole and exclusive ticketing agent for the Client in connection with the sale of all tickets sold online via the internet, by phone, or in person. The On The Stage platform will be the sole viewing platform for streamed and/or virtual performances distributed by Client.

Prohibited Activities

You may not access or use the Site for any purpose other than that for which On The Stage makes the site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us:

As a user of the Site, you agree not to:

- Systematically retrieve data or other content from the site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Use a buying agent or purchasing agent to make purchases on the Site.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- Engage in unauthorized framing of or linking to the site.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- Attempt to impersonate another user or person or use the username of another user.

- Use any information from the Site in order to harass, abuse, or harm another person.
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the content for any revenue-generating endeavor or commercial enterprise.
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- Attempt to bypass any measure of the Site designed to prevent or restrict access to the site, or any portion of the Site.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
- Delete the copyright or other proprietary rights notice from any Content.
- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interfere with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters or interferes with the use, features, functions, operation, or maintenance of the Site.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- Use the Site in a manner inconsistent with any applicable laws or regulations.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site or the Offerings ("Submissions") provided by you to use are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and

dissemination of these Submissions for any lawful purpose, commercial, or otherwise, without acknowledgement or compensation to you. You hereby warrant that any such submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your submissions.

Site Management

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Service; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Service, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from our Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site and the Offerings.

Security

Although we take the necessary actions to keep your recordings secure, given the nature of the internet, we cannot guarantee that there aren’t security threats that may be out of our control. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection and backup of your recordings. We will have no liability to you for any unauthorized access or use, corruption, deletion, destruction or loss of any of your recordings.

Terms and Termination

These Terms of Service shall remain in full force and effect while you use the site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF SERVICE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE AND THE OFFERINGS (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF SERVICE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE AND THE OFFERINGS OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

Modification and Interruptions

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Offerings without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site or the Offerings.

We cannot guarantee the Site and the Offerings will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors, We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the site of the Offerings at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss,

damage, or inconvenience caused by your inability to access or use the Site or Offerings during any downtime or discontinuance of the Site or the Offerings. Nothing in these Terms of Service will be construed to obligate us to maintain and support the Site or the Offerings or to supply any corrections, updates, or releases in connection therewith.

Governing Law

These Terms of Service and your use of the Site and the Offerings are governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be entirely performed within the State of New York, without regard to its conflict of law principles.

Dispute Resolution

By agreeing to the Terms of Service, you waive any present or future right that you may have to a trial by jury, and agree that any controversy or claim arising out of or relating to these Terms of Service, or the breach thereof, shall be settled by arbitration within the State and City of New York, and shall be administered by the American Arbitration Association under its Commercial Arbitration Rules. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any judgment of award rendered by the arbitrator(s), which will be the final ruling, shall include a written record of the arbitration hearing and may be entered in any court having jurisdiction thereof.

Disclaimer

THE SITE AND THE OFFERINGS ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL

WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND THE OFFERINGS AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE OF THE OFFERINGS, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGEMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

Limitation of liability

IN NO EVENT WILL OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE OF THE OFFERINGS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE DORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF THE AMOUNT PAID, IF ANY BY YOU TO US. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATION MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of : (1) use of the Offerings; (2) breach of these Terms of Service; (3) any breach of your representations and warranties set forth in these Terms of Service; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Site or the Offerings with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

User Data

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Offerings, as well as data relating to your use of the Offerings. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Offerings. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

For live stream and virtual events, sessions may be recorded for quality and evaluation purposes. These recordings are not intended for distribution, and will be automatically deleted after 5 days. Recordings may be only viewed by On The Stage staff if there is a reported problem and is in need of evaluation, and for quality review purposes. As Host, you have the ability to record each session to your computer. You are solely responsible for implementing the relevant requirements as outlined by Children's Internet Protection Act in order to be in compliance.

Electronic Communications, Transactions, and Signatures

Visiting the Site, sending us emails and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirements that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC, DELIVERY OF NOTICE, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

Miscellaneous

These Terms of Service and any policies are operating rules posted by us on the Site or in respect to the Offerings constitute the entire agreement and understanding between you and On The Stage. Our failure to exercise or enforce any right or provision of these Terms of Service shall not operate as a waiver of such right or provision. These Terms of Service operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Service is determined to be unlawful, void, or unenforceable, that provision is deemed severable from the Terms of Service and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Service or use of the Site. You agree that these Terms of Service will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Service and the lack of signing by the parties hereto to execute these Terms of Service.

Last updated 10 July 2020