



TICKET MARKETPLACE CONTRACT

Organizations that are members of Alliance for Audience are eligible to make discount tickets and special offers available for sale through ShowUp.com's Ticket Marketplace. Whether, and the extent to which, an organization chooses to utilize the Ticket Marketplace service is entirely up to the member organization.

An organization's utilization of ShowUp.com's Ticket Marketplace is conditioned upon acceptance of this contract, by which you accept the following responsibilities on behalf of your organization:

1. That you have received, understand and agree to abide by the policies and procedures of ShowUp.com's Ticket Marketplace. You further agree that these policies and procedures may, from time to time, be updated and refined by Alliance for Audience – and that only changes made to the written policies and procedures may be considered as official and authorized.
2. That you accept total and exclusive responsibility for the authorization of your discount tickets and special offers via ShowUp.com's Ticket Marketplace. Your organization is solely responsible for its decision to utilize the Ticket Marketplace services and is independently responsible for conformance with any rules, policies, service charges or other processes related to the venues at which your organization performs or with any other service provider. Further, you agree to indemnify, reimburse, defend and hold Alliance for Audience and ShowUp.com harmless for any legal action resulting from any of your actions or inactions, including any other party's objection to your participation in our Ticket Marketplace.
3. That you grant permission for ShowUp.com's Ticket Marketplace to act as a marketing vehicle and sales conduit for your discount ticket sales and special offers, and authorize Alliance for Audience to add and retain a service charge from the sale of such discount tickets and special offers. Notwithstanding this, however, you understand that ShowUp.com makes no representations or warranties whatsoever as to availability, guaranteed sales or any other results that you can expect from our services.
4. That Alliance for Audience reserves the unlimited right to suspend and terminate the rights of any organization to utilize ShowUp.com's Ticket Marketplace.

ShowUp.com
Ticket Marketplace
CONTRACT

On behalf of my organization, I agree to the above terms and conditions and indicate our intent to participate in ShowUp.com's Ticket Marketplace.

FOR PARTICIPATING ORGANIZATION:

Name Title

Organization Date

ACKNOWLEDGED AND ACCEPTED BY Alliance for Audience and ShowUp.com:

Matt Lehrman, Executive Director Date
Alliance for Audience