



Important – Please read this agreement carefully before accessing and using the services and installing or using these proprietary products.

This Invite Services Agreement is a legal agreement between iggli, inc. (“iggli”) and the business entity (“Partner”), on whose behalf you (“You”) are acting, as the user of the iggli Services (defined below), including any or all of the iggli Event Services (defined below), iggli Invite Widget (defined below), iggli Payment Services (defined below) or, collectively, the iggli Invite Services (defined below). The iggli Invite Services also include any updates or upgrades to or new versions of the original iggli Invite Services, if and when made available to you by iggli.

You agree that you are an employee or agent of Partner and are entering into this agreement on Partner’s behalf for Partner’s own business purposes. You agree that You have the authority to bind Partner to the terms and conditions of this agreement.

iggli is willing to allow Partner to access to the iggli Services and obtain the iggli Invite Widget only on the condition that Partner accepts all of the terms in this agreement. If You are accessing the iggli Invite Widget electronically and You agree to the terms of this agreement, select the “I Agree,” checkbox on the partner sign-up form to complete your legally binding acceptance and execution of this agreement. By installing, downloading, configuring, accessing, or otherwise using the iggli Services or the iggli Invite Widget, You acknowledge that You have read and understand this agreement and that Partner agrees to be bound by all of the terms of this agreement.

If you do not agree to the terms and conditions of this agreement, iggli is unwilling to allow Partner to access or use the iggli Events, the iggli Invite Widget, or the iggli Invite Services. Do not complete the access process or access or otherwise use the iggli Events, the iggli Invite Widget or the iggli Services, if you do not agree to the terms and conditions of this agreement. If You are accessing the iggli Events, the Invite Widget or iggli Services electronically, select the “I Do Not Agree,” button beneath this agreement. If you do not accept this agreement, Partner should immediately cease any use of the iggli Services and iggli Invite Widget.

Background

Partner Services. Partner promotes events (“**Events**”) via online and other electronic means, including email (“**Partner Emails**”) and one or more websites (“**Partner Sites**”) (Partner Emails and Partner Sites individually and collectively, the “**Partner Service**”), as well as traditional print and broadcast media.

iggli Services. iggli provides event search and listing services (“**Event Services**”) via its website and via event widgets (“**iggli Event Widget**”), invite widgets (“**Invite Widget**”) and related services through which its partners (the “**iggli Online Network**”) can promote awareness of events and programs, engage customers through customers’ users’ online friend networks, and reach potential buyers, by offering tools to send event information to users’ friends and allowing users to find events, invite friends to join them for events, and purchase event tickets for themselves and their friends (collectively, the “**iggli Services**”). For an additional monthly fee, Partner may also obtain access to Partner reports, including access to click through rates and RSVP rates.

Partner Invite Service. Under this agreement, the parties will work together to enable Partner’s customers to access and use the iggli Services from Partner Emails and Partner Sites (“**Users**”). iggli will provide Partner with access to the iggli Events search and listing service, the Invite Widget and the iggli Services, and Partner will place the iggli Invite Widget on the Partner sites and within Partner Emails. The iggli Invite Widget and iggli Services together constitute the “**Invite Service**.”

Terms and Conditions

1. IMPLEMENTATION.

1.1 iggli Service Features. The features and specifications selected by Partner (the “**iggli Service Features**”) shall be made available to Users in connection with the iggli Services and Invite Service. The iggli Service Features may include the following elements, which are available to Users via the iggli Services: (a) the iggli Event Widget, including event search and event listings; (b) the iggli Invite Widget, bearing a distinctive brand common across the iggli Online Network and designed to work with underlying data elements and shall work seamlessly with the iggli Services; (c) Invite Service mechanisms, including private label invites, to present event information, ticket buying options, email contact importing, social network contact importing (for specific services and social networks as modified by iggli from time-to-time), messaging and certain other features that may be introduced by iggli from time-to-time; (d) form-based or email invite widgets without the use of javascript for use in outbound Partner emails, user emails and in other specified circumstances where javascript may not be suitable; and (e) reports, including User Data (as defined below) and relevant information regarding click through rates on iggli Invite Widgets and ticket buying links.

1.2 iggli Obligations. Subject to the terms of this agreement, iggli will provide Partner with the code (“**Code**”) for the iggli Invite Widget, and Partner will place the Invite Widget on each of the Partner Sites. Clicking on the iggli Invite Widget from the Partner Sites will bring up a modal, a window that makes it easy for someone to invite friends or contacts to an event (“**Invite**”) via

email or various social networks. Those who respond to the Invite (via email or a social network) will be directed to a web page bearing Partner's brand (the "Invite Site") where users may access the iggli Service Features. As between the parties, iggli is solely responsible for the ownership, development, maintenance and operation of the Invite Site and iggli Invite Widget and any content (other than the Partner Marks) provided within or displayed on the Invite Site and iggli Invite Widget ("**iggli Content**"). iggli will host, maintain, support, upgrade and update the Invite Site. Users' use of the Invite Site shall be governed by iggli's "Terms of Service" found on iggli's web site, which Terms of Service may be revised by iggli from time to time.

1.3 Partner Obligations. Partner may place iggli's Event listings or Event search on Partner Sites or in Partner emails. Partner may also place the iggli Invite Widget in Partner Emails, on event detail pages of the Partner Sites or on other pages of the Partner Sites at Partner's discretion, and may offer the iggli Service Features to its Users through the Partner Sites. Partner agrees to display the iggli Invite Widget without modification on the Partner Sites in the manner and location agreed upon by the parties. Partner also agrees that it will not use iggli's Event listings or Event search in a manner that separates Event listings or event search from the underlying Invite Services that are incorporated within iggli's Event listings and Event search or in a manner that hampers or impedes a User's access to the iggli Invite Service in connection with the use of iggli Events. Partner further agrees that in every case where it makes use of the Invite iggli's Events, Invite Widget or Invite Services, it will provide a valid ticket URL in the manner prescribed by iggli. As between the parties, Partner is solely responsible for the ownership, development, maintenance and operation of the Partner Sites and any Partner created content (other than the iggli Invite Widget) provided within or displayed on the Partner Sites ("Partner Content"). Partner will host, maintain, support, upgrade and update the Partner Sites.

2. LICENSE AND LINKING

2.1 From Partner to iggli.

(a) License. Subject to such written guidelines on usage as may be periodically provided to iggli by Partner during the term of this agreement, Partner hereby grants to iggli a non-exclusive, royalty-free, worldwide right and license to use, distribute, publicly perform, transmit, store, display, reproduce and copy Partner's tradenames, trademarks, service marks and logos delivered by Partner to iggli (collectively, the "**Partner Marks**") solely to the extent necessary to enable iggli to perform its obligations and exercise its rights under this agreement. Except as set forth herein, no right, title, license, or interest in any Partner Marks is intended to be given to or acquired by iggli by the execution or performance of this agreement. All goodwill arising out of any use of any of the Partner Marks by iggli will inure solely to the benefit of Partner. iggli agrees to comply with Partner's trademark usage policies as periodically provided to iggli by Partner.

(b) Linking. During the term of this agreement, Partner shall make the Partner Sites, the uniform resource locators (URLs) associated with the Partner Sites, and any successors or replacements thereto, or other mutually agreeable pages of the Partner Sites, available for linking directly to and from the Invite Service, in accordance with this agreement and as mutually agreed upon by both parties. Users of the Invite Service who access the Partner Sites through any links incorporated therein will be able to access all areas and use all features of the Partner Sites then generally available to users of the Partner Sites.

2.2 From iggli to Partner.

(a) License. Subject to the terms of this agreement, iggli hereby grants to Partner a non-exclusive, royalty-free, worldwide right and license to use, distribute, publicly perform, transmit, store, display, reproduce and copy the iggli Invite Widget on the Partner Sites solely to the extent necessary to enable Partner to perform its obligations and exercise its rights under this agreement. Except as set forth herein, no right, title, license, or interest in the iggli Technology (defined below) is intended to be given to or acquired by Partner by the execution or performance of this agreement. All goodwill arising out of any use of any of the iggli Invite Widget by Partner will inure solely to the benefit of iggli. Partner agrees to comply with iggli's trademark usage policies as periodically provided to Partner by iggli.

(b) Linking. Subject to the terms and conditions of this agreement, iggli hereby grants to Partner a royalty-free, non-transferable, non-sublicensable right and license to use the Code for the purposes set forth in Sections 1.1, 1.2 and 1.3.

2.3 Restrictions. Partner agrees that it will: (a) use the iggli Invite Widget only in accordance with this agreement, (b) not modify, alter, or redirect the iggli Invite Widget, (c) not interfere with a user's access to the Invite Site from the iggli Invite Widget (e.g., by use of interstitial, pop-up, or pop-under advertising or by use of framing techniques other than as directed by iggli), not modify, alter, or redirect the ticket URL associated with the iggli Invite Widget and (d) not otherwise take any actions that would reasonably be expected to reflect negatively on iggli or its trademarks and services. Likewise, iggli agrees that it will: (a) use the Partner Sites and Partner Content only in accordance with this agreement, (b) not modify, alter, suppress or redirect the Partner Sites or Partner Content, (c) not interfere with a user's access to the Partner Sites or Partner Content from the iggli Invite Widget (e.g., by use of interstitial, pop-up, or pop-under advertising or by use of framing techniques other than as approved by Partner), and (d) not otherwise take any actions that would reasonably be expected to reflect negatively on Partner or its trademarks and services.

3. PAYMENT & REPORTS

3.1 Affiliate Fee. Partner understands that iggli may be eligible to receive an affiliate fee payable by Partner's ticket seller when a user completes a transaction after linking to the applicable ticketing company's website from the Invite Service ("Invite Ticket Revenue"), as may be set forth in a separate agreement between iggli and the applicable ticketing company. Partner agrees to support

iggli in maintaining systems and links that do not modify, alter, redirect or hinder the tracking of identifying links, code or payment information by and between iggli and the applicable ticketing company.

3.2 Other Fees. For the first 90 days, all Invite Ticket Revenue generated via the iggli Services shall come from the applicable primary ticket seller, and Partner shall not be obligated to compensate iggli in any manner for the iggli Invite Widget or iggli Services described in this agreement. Following the 90 day period, Partner will either (a) compensate iggli at the rate of 5% of net ticket revenues generated via the iggli Invite Services, less fees received by iggli from an affiliate relationship with the Partner's primary source of tickets; or (b) permit iggli to provide ticket availability links in connection with the iggli Event Widget, Invite Widget and Invite Services that provide secondary market ticketing alternatives for a Partner event.

3.3 Reports. iggli will make reports available to Partner showing Invite Service utilization (the "**Reports**"). Some or all of the information provided in the Reports may require the payment of additional fees as part of iggli's premium services.

4. DATA

4.1 User Data. Partner acknowledges and agrees that iggli will be collecting data from Users via the iggli Invite Widget from Partner Sites ("User Data"), as well as data regarding such users' use thereof. iggli will store and use the User Data in a manner consistent with iggli's privacy policy set forth on its web site, which iggli may revise from time to time ("iggli Privacy Policy"). Disclosure of User Data to Partner will be governed by iggli's Privacy Policy subject to affirmative permission from each User obtained by iggli from Users during the course of a User's use of the iggli Service and applicable laws. Partner acknowledges that iggli may obtain data about Users from other sources or third parties and that this data is not User Data for the purposes of this agreement.

4.2 User Data Reports. iggli will provide Partner with User Data provided Users have opted in to allow such disclosure and iggli may also provide Partner anonymous user data collected by iggli in connection with the iggli Online Network.

4.3 Use of User Data. Partner will access and use the User Data in accordance with the terms of iggli's Privacy Policy, and Partner shall indemnify iggli against any claim arising from unauthorized use by Partner of User Data or Partner's use of User Data in a manner that violates this agreement or is prohibited by applicable law. The foregoing indemnification does not apply to the extent such unauthorized, improper, inconsistent, or prohibited use arises as a result of iggli's own negligence or willful misconduct.

5. CONFIDENTIALITY. Each party ("**Recipient**") agrees to retain in confidence, not to disclose to third parties, and not to use except as necessary in connection with performance hereunder, all confidential or proprietary information and know-how disclosed to by the other party ("**Discloser**") under this agreement (collectively, "**Confidential Information**"), including software, code, specifications, business plans, customer information and any traffic and other statistics relating to the disclosing party's services. Recipient will not have any obligations of confidentiality with regard to information that (a) was already known by Recipient without restriction at the time of disclosure, (b) was received from a third party without violation of any confidentiality obligation, (c) becomes publicly available through no fault of Recipient, or (d) is independently developed by Recipient without use of or reference to any Confidential Information. Disclosure of Confidential Information as required by governmental or judicial order is not prohibited by this agreement, provided that Recipient gives Discloser prompt notice of such order and assists in the procurement of an appropriate protective order (or equivalent) imposed on such disclosure, unless such disclosure is prohibited by law.

6. PROPRIETARY RIGHTS. As between iggli and Partner, subject to the rights granted herein, Partner retains all right, title and interest in and to the Partner Sites, Partner services, and Partner Content, (collectively "**Partner IP**") and iggli acknowledges that it neither owns nor acquires any rights in and to the Partner IP not expressly granted by this agreement. As between Partner and iggli, subject to the rights granted herein, iggli and its suppliers retain all right, title and interest in and to the iggli Invite Widget, the iggli Event Widget and iggli Services and all proprietary technology employed by iggli to manage and deliver the iggli Services, including without limitation the Code (the "**iggli Technology**"), and Partner acknowledges that it neither owns nor acquires any rights in and to the iggli Invite Widget, iggli Services or iggli Technology not expressly granted by this agreement.

7. WARRANTY DISCLAIMER. NEITHER PARTY MAKES ANY, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. FURTHER, IGGLI DOES NOT WARRANT THAT THE SERVICES WILL BE PROVIDED ERROR-FREE, UNINTERRUPTED, COMPLETELY SECURE OR VIRUS-FREE. TO THE EXTENT A PARTY MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

8. TERM AND TERMINATION

8.1 Term. This agreement will begin on the Effective Date and continue until it terminates or expires in accordance with the terms set forth herein. If Partner continues to use the Invite Service after an initial 90 day period and/or fails to provide iggli with written notice of its intent to discontinue the use of the Invite Service, this agreement will remain in force for a one-year period.

8.2 Termination. Either Partner or iggli may terminate this agreement, for any reason or no reason, upon 30 days written notice to the other party. Either party may terminate this agreement if the other party fails to cure any breach of a material term of this

agreement within ten days after receipt of written notice thereof. If iggli is the non-breaching party, iggli may suspend the Invite Services to Partner during the cure period if iggli believes the suspension will prevent harm to iggli or the iggli Online Network.

8.3 Effects of Termination. Immediately upon termination of this agreement: (a) Partner shall cease use of the iggli Invite Widget and delete all Code (in any form, format or medium, and all copies thereof); (b) Partner shall discontinue access to, and use of data from, the iggli Online Network; (c) iggli agrees to remove links to the Partner Sites and any Partner Marks from the iggli Sites and (d) all licenses and rights of access granted hereunder will immediately terminate. The following Sections will survive any termination of this agreement: Sections 2.3, 9.1, 9.2, 9.3, 10, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6.

9. INDEMNITY

9.1 From iggli to Partner. iggli shall indemnify, defend and hold harmless Partner against any damages, costs, losses, fees and expenses (including, without limitation, attorneys' fees) to the extent arising from a third-party claim that any of the following infringes any intellectual property or other proprietary right of any third party or violates any applicable law or regulation: (a) the iggli Technology; (b) the Invite Site; (c) iggli Content; (d) the iggli Invite Widget when used in accordance with this agreement; and/or (e) the Code when used in accordance with this agreement. Additionally, iggli shall indemnify, defend and hold harmless Partner against any damages, costs, losses, fees and expenses (including, without limitation, attorneys' fees) to the extent arising from a third-party claim in connection with iggli's unauthorized disclosure or use of any personal user information by unauthorized third parties.

9.2 From Partner to iggli. Partner shall indemnify, defend and hold harmless iggli against any damages, costs, losses, fees and expenses (including, without limitation, attorneys' fees) to the extent arising from a third-party claim that any of the following infringes any intellectual property or other proprietary right of any third party or violates any applicable law or regulation: (a) the Partner Sites; (b) the Partner Content; and/or (c) the Partner Marks when used by iggli in accordance with this agreement.

9.3 Procedures. If any claim for which indemnity is or may be sought hereunder is made or appears reasonably possible, the party seeking indemnification agrees to promptly notify the other party in writing, to cooperate with the other party, and to allow the other party authority to control the defense and settlement of such claim, subject to reasonable approval by the party seeking the indemnity benefits.

10. LIMITATION OF LIABILITY. EXCLUDING ANY INDEMNITY OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR: (A) ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES, LOSSES, COSTS, OR LIABILITIES ARISING FROM OR RELATING TO THIS AGREEMENT IN EXCESS OF \$10,000. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER-INCIDENT.

11. PUBLICITY.

11.1 Neither party shall disclose the terms or conditions of this agreement to any third party, except to its professional advisors under a strict duty of confidentiality or as necessary to comply with a government law, rule or regulation.

11.2 Either party may communicate the general nature of this agreement and identify or announce the relationship and, in the case of iggli, the Partner Sites as participating in the iggli Online Network to third parties, including existing and potential network partners and advertisers, provided, however, any press releases or similar communications are subject to the prior written consent and approval by both Partner and iggli.

12. MISCELLANEOUS

12.1 Notice. No notice (including any notice of termination) will be effective until it is delivered to the other party in writing. Notice will be deemed delivered when delivered: (a) by recognized overnight courier (established by written verification of personal, certified or registered delivery from a courier or the postal service); or (b) by fax (established by a transmission report, which must be followed by a copy sent through a courier or certified or registered mail). Notices to a party shall be sent to the addresses set forth above or such different address as a party may designate in writing to the other party during the term of this agreement. A copy of all notices to Partner shall be sent via email to Partner at the address provided by You, in your capacity as Partner's representative.

12.2 Choice of Law. This agreement will be governed by and construed in accordance with the laws of the State of Colorado without reference to conflict of laws principles.

12.3 Assignment. Neither party will assign or transfer this agreement any rights or obligations under this agreement without the prior written consent of the other party, provided that, notwithstanding the foregoing, (a) either party may assign this agreement pursuant to a merger or a sale of all or substantially all of its assets or capital stock; (b) iggli may assign this agreement to any successor or assignee of all or substantially all of the iggli business; (c) Partner shall be entitled to assign its rights and obligations hereunder to its parent company, or a wholly owned subsidiary thereof, without the prior written consent of iggli. Except as permitted by the foregoing, any attempted assignment or delegation will be null, void and of no effect. Nothing herein, whether express or implied, will confer upon any person or entity, other than the parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this agreement.

12.4 Force Majeure. If a party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such party's reasonable control, such failure or delay will not be deemed to constitute a material breach of this agreement, but

such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay.

12.5 Independent Contractors. The relationship of the parties is that of independent contracting entities and nothing in this agreement is intended nor shall be construed to create an employer/employee relationship, a principal/agent relationship or a partnership or joint venture relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. Neither party will have the power to bind the other party or incur obligations on its behalf without the other party's prior written consent.

12.6 Entire Agreement; Amendment; Severability. This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement. This agreement supersedes all previous agreements between the parties relating to the subject matter hereof. No provision of this agreement will be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is made in writing and signed by both parties. If any provision of this agreement is invalid or unenforceable for any reason, such provision shall be severable and the parties shall amend such provision so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.