



VENUE FEES SCHEDULE & OTHER TERMS AND CONDITIONS

1/6/2021

Venues who use the HowLive Producer, Promotional Service, do so under the terms and conditions found at www.howlive.tv. HowLive Producer use fees are in accordance with the following payment schedule set forth:

1) Venue Producer Subscription

- a. Annual fee is \$279. Promotional pricing for first year \$99.

2) Event Fees

- a. Events fees are \$49 per stream event.

3) Pay Per View Ticket Fees

- a. Tickets >\$15 \$1.80 added.
- b. Tickets \$15-\$30 \$2.50 added.
- c. Tickets \$30-51 \$3.50 added
- d. Tickets greater than \$51 please contact HowLive for pricing.
- e. Example: Artist ticket is \$10, \$11.80 charged to purchaser.
- f. Venues may elect to raise ticket service fees, however, are required to maintain HowLive service fees.

4) Donation Fees

- a. When transacted on HowLive Platform, processing fee of \$.029% plus .65 cents applied for each transaction.
- b. Example: Fan donates \$10, artists share \$9.06 after fees.
- c. Venues may elect to raise donation service fees, however, are required to maintain HowLive service fees.

5) Viewer Fees

- a. It is expected that streams are revenue generating, meaning venues will stream pay per view shows or stream free with donations activated. Should a performance be streamed that are not pay per view or donation based, a nominal .10 cents per viewer will be charged to the venue after event. Example: Free stream event with 500 viewers would have a fee of \$50. If pay per view or donations are activated viewer fees do not apply.

6) Third Party Links

- a. Fee of \$.35 cents applied per click off to third party sites.
- b. Example: Artist wishes to link to off site merchandising platform.

7) Merchandising

- a. Merchandising requires set up by both the artist and HowLive. Please contact us with requirements.

8) Professional Services

- a. HowLive provides full production, graphics, marketing and support services. Services are billed time and material and range from \$80-130 per hour. Please contact us with specific event requirements for service estimate.

9) Services

- a. With efforts to promote artist events, if a provided a fan email list, HowLive will include contacts in upcoming performance events as part of subscription.

10) Settlement

- a. HowLive typically settle accounts within 3-5 days of each event. Revenue generated less fees are applied and then settled at Artist direction. Should fees be owed by artist from off site transactions, such fees can be applied to any fees owed to the Artist by HowLive. Fee settlement are expected prior subsequent new stream events.

OTHER TERMS AND CONDITIONS

Both parties agree to the additional terms and conditions.

1) Indemnity

- a. Each party agrees that it is liable for and will indemnify, defend and hold the other party (including all of its officers, directors, employees, contractors and agents) harmless from and against any and all third party claims, demands, causes of action, damages, liabilities, losses, costs and expenses, including attorneys' fees (collectively, the "Claims"), arising out of, incident to, or resulting from (a) the gross negligence or

willful misconduct of such party, its personnel, subcontractors or agents in the performance of any of its duties under this Agreement; (b) any breach by a party of any of its warranties, representations or obligations under this Agreement; (c) any breach by a party of its confidentiality obligations; or (d) a party's failure to comply with any relevant data protection or privacy laws and regulations in any jurisdiction where services are being provided or in which data is being transported or transmitted.

- 2) **Player Performance.** Notwithstanding the foregoing, player performance impacted by content delivery, video format, content transmission speeds, interruptions with electrical power to stream boxes or availability of internet speeds as outlined in minimum requirements, will be the responsibility of the Company and Production Company and Service Provider disclaims hereby all liability related to or arising thereof.
- 3) **Waiver.** The waiver of any term or condition contained in this Agreement by any party to this Agreement shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or a waiver of any other term or condition contained in this Agreement.
- 4) **Entire Agreement.** This Agreement contains all of the terms and conditions agreed upon by the parties relating to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, understandings and communications of the parties, whether oral or written, respecting the subject matter hereof.