

AMENDMENT NO.1 TO MASTER SOFTWARE AND SERVICES AGREEMENT

This Amendment No.1 ("Amendment") to that certain Master Software and Services Agreement effective as of February 5, 2016 (the "Original Agreement"), shall be effective as of _____ ("Amendment Effective Date") by and between Paciolan, LLC ("Paciolan"), and Miami University ("Customer").

Background

Paciolan and Customer now desire to further amend and supplement the Original Agreement as specified below in order to extend the term of the Original Agreement.

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Original Agreement as follows.

Original Agreement Amendments

1. **Term.** Section 2 (A) of the Original Agreement shall be amended and restated in its entirety as follows:

"The term of this Agreement shall begin on the Effective Date and continue until September 30, 2028 ("Initial Term") and may be renewed by mutual written agreement for subsequent periods (each a "Renewal Term") under the then current terms unless either party notifies the other in writing at least ninety (90) days prior to end of the Initial Term or the then-applicable Renewal Term, as applicable, of its intent not to renew this Agreement for a subsequent term. The Initial Term, together with any Renewal Terms, is referred to herein as the "Term"."

2. **Exclusive Use Exception.** Beginning on February 5, 2023 and thereafter during the Term, Customer may use the ticketing system of a third party only with respect to performing arts Events at performing arts Facilities.

3. **Investment Addendum.** The Investment Addendum (Exhibit D) to the Original Agreement shall be amended and restated as set forth on Exhibit D attached hereto.

4. **Personal Information; FERPA; Customer Data License.**

(a) The term "Personal Information" means all documents, data, or other information that Paciolan or any of its employees, directors, officers, legal advisors, financial advisors, and subsidiaries/affiliates collect, receive, or obtain from or on behalf of Customer or any person ordering Tickets or other items through Paciolan or the System that (i) identify a specific individual or by or from which a specific individual may be identified, contacted, or located; (ii) contain a person's credit card number, or debt card number, ; (iii) are "education records," as such term is defined under the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, *et seq.* (and the regulations promulgated thereunder.

(b) All Customer Data (as such term is defined in Section 8 of the Original Agreement) is hereby deemed Personal Information; and all Personal Information is hereby deemed to be Confidential Information of Customer. Except as otherwise provided in this Amendment, all sections of the Original Agreement covering the protection and use of Confidential Information, including, without limitation, Section 7 if the Original Agreement, shall apply to Personal Information. For avoidance of

doubt, as between the parties, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Personal Information, including all intellectual property rights relating thereto.

(c) In the course of performing under the Original Agreement, Paciolan may have access to student education records that are subject to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, *et seq.* and the regulations promulgated thereunder (“FERPA”). If any Personal Information is subject to FERPA, then (i) Customer considers Paciolan as a Customer vendor with a legitimate joint educational interest in such Personal Information and a “school official” (as defined under FERPA), and (iii) Paciolan agrees and acknowledges that Paciolan shall not use, disclose or redisclose any such Personal Information, except as contemplated by the Agreement and except as authorized in writing by Customer. Paciolan hereby agrees that the exceptions to the definition of Confidential Information described in Section 7(i)-(iv) of the Original Agreement shall not apply to any education records, and Paciolan shall not disclose any education records without Customer’s prior written authorization.

(d) PCI DSS. Paciolan will achieve and maintain Payment Card Industry Data Security Standard (“PCIDSS”) compliance against the version of PCIDSS published on the PCI SSC (PCI Security Standards Council) website. Upon Customer’s written request, Paciolan will provide Customer with evidence of its compliance with PCIDSS. Paciolan acknowledges that Paciolan is responsible for implementing and maintaining reasonable security measures in compliance with PCIDSS for the security of cardholder data that Paciolan stores, processes or transmits on behalf of Customer. In the event of a known breach, or other unauthorized access to cardholder data stored at or for Paciolan on behalf of Customer, Paciolan shall immediately notify Customer, and provide Customer and its Qualified Security Assessors (QSAs) with reasonable access to Paciolan’s applicable facilities, personnel and records to conduct a review of Paciolan’s compliance with the PCIDSS requirements. Paciolan will not be liable for the disclosure, monitoring, loss, alteration or corruption of cardholder data or other customer data to the extent it results from Customer’s failure to implement and enforce reasonable security measures, including but not limited to currently acceptable PCIDSS controls, to protect against the unauthorized use of facilities, computing devices, network access, and passwords.

(e) Paciolan hereby acknowledges its obligations to comply with laws applicable to it as a service provider, including, without limitation, the disclosure obligations under Ohio R.C. 1349.19(C), which requires Paciolan to notify Customer in the event of a “breach of the security of the system” (as defined by Ohio R.C. 1347.12(A)(2)).

(f) Upon termination of Original Agreement, Paciolan shall return and/or destroy all Customer Confidential Information in accordance with direction from Customer. Paciolan shall not retain copies of any Customer Confidential Information once Customer has directed Paciolan as to how such Confidential Information shall be returned to Customer and/or destroyed. Notwithstanding the forgoing, Customer Confidential Information maintained on archival backup media and systems will be destroyed in the ordinary course per Paciolan’s customary business practices, but shall remain subject to the confidentiality obligations under the Original Agreement.

(g) Customer hereby authorizes, and provides a license to, Paciolan to use Customer Data for the sole purpose of performing under the Original Agreement, improving its products and services and developing best practices for the benefit of Customer and Paciolan’s other customers, provided that such Customer Data may only be used by Paciolan for such product improvement and best practices purposes in aggregated and anonymous form (i.e. with all personally identifiable information removed). Notwithstanding the license granted hereunder, Paciolan agrees that it shall not sell or lease, , and Paciolan further agrees that it shall not use any Customer Confidential Information to contact any person, except as contemplated by the Agreement. For avoidance of doubt, the authority and license

granted herein, as well as the restrictions set forth herein, shall survive any termination of the Original Agreement.

5. **Hardware.** Section 4 of the Original Agreement shall be supplemented with the following language:

“The Hardware to be used at a Facility, as mutually determined by Paciolan and Customer, shall be delivered to such Facility prior to the first Event at such venue during which the Hardware will be used.”

6. **Customer Liability.** Customer’s liability shall be subject in all cases to the immunities and limitations of the Ohio Court of Claims Act codified in Chapter 2743 of the Ohio Revised Code and as provided in Ohio R.C. 9.86 and 9.87, as amended. Paciolan agrees that nothing in this Amendment or in the Original Agreement shall be construed as a waiver of the sovereign or qualified immunity of Customer, Customer’s employees, and/or the State of Ohio.

7. **State Law Requirements.** Paciolan hereby acknowledges that Customer is a public university and is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution and applicable sections of the Ohio Revised Code. Accordingly, Customer is prohibited from entering into any agreement that contains the provisions listed in Ohio R.C. 9.27(B)(1)-(9) (the “**Prohibited Provisions**”). To the extent that the Original Agreement contains Prohibited Provisions, pursuant to Ohio R.C. 9.27(C)-(D), Paciolan hereby agrees that (a) all Prohibited Provisions contained in the Original Agreement are void *ab initio*, are hereby deemed deleted in their entirety, and shall not be binding on Customer or the State of Ohio; and (b) the Original Agreement shall otherwise be enforceable as if it did not contain such Prohibited Provisions. Further, Paciolan hereby represents, warrants, covenants, and/or agrees (as applicable) to Customer as follows: (w) Paciolan is not subject to an “unresolved” finding for recovery under Ohio R.C. 9.24; (x) Paciolan does not and will not discriminate on the basis of religion, race, color, creed, national or ethnic origin, sex, age, disability, political affiliation, gender identity or expression, sexual orientation, pregnancy, or status as a veteran or member of the military; (y) Paciolan is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of the Original Agreement as outlined in Ohio R.C. 9.76; (z) Paciolan shall abide by the requirements of Ohio Executive Order 2019-12D applicable to service providers, so long as in effect.

All exhibits attached hereto are incorporated herein by reference. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Original Agreement. Except as amended by this Amendment, all other terms and conditions set forth in the Original Agreement, including the defined terms, shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Original Agreement, then the terms of this Amendment shall prevail.

[Signature Page Follows]

**AMENDMENT NO.1 TO
MASTER SOFTWARE AND SERVICES AGREEMENT**

Signature Page

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the Amendment Effective Date duly authorized by all necessary and appropriate corporate action to execute this Amendment.

PACIOLAN, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSigned by:

Kimberly Damron

C75DDA107B424FD...

Kimberly Damron

President

7/13/2022

MIAMI UNIVERSITY

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSigned by:

David Creamer

DEED5A9TC47F496...

David Creamer

Sr VP Finance & Business Serv

7/22/2022

Exhibit D
Investment Addendum

HARDWARE		
Qty	Description	
	Access Management Hardware	
25	Janam XT3 Rugged Mobile Computer w/ABGN Radio, 2D, Extended Battery	
1	1-slot Charger	
6	4-Slot Charger - only Cradle Kit	
25	Lanyard/Neck strap	
SOFTWARE		
Qty	Description	Annual
	Paciolan Software Subscription Services	
1	Ticketing Software w/Data Account (Annual Fee shall increase by \$1,500 every other year during the term)	\$45,000
1	Fundraising Software	
1	Access Management Software	
1	eCommerce Software	
	Paciolan Software License	
25	Access Management Handheld Software License	
	Third Party Software Subscription Services (also referred to as Application Services under the Agreement)	
1	PAC Mail	
1	Point2Point Encryption Annual Maintenance & Encryption	\$5,460
1	Point2Point Encryption Annual Service	\$2,919
	Third Party Software License	
25	Microsoft Windows Device CAL for Access Management	
PROFESSIONAL SERVICES*		
Description		
Access Management Configuration, Testing & Consulting		
* Training sessions may be either remote or on-site per mutual agreement of Customer and Paciolan. Travel expenses (airfare, meals, lodging, etc.), customs, import taxes, and/or brokerage fees will be billed separately to Customer as incurred.		

TRANSACTION FEES - Athletics	
Description	Term
Single Ticket or Value/Misc. Item (1)	
Per Price of Ticket or Value/Misc. Item Sold via the System	8.0%
Minimum Fee Per Ticket or Value/Misc. Item	\$1.00
Maximum Fee Per Ticket or Value/Misc. Item	\$3.50
Note: Single Ticket Fee shall increase by \$0.05 every other year)	
Complimentary/Zero-Priced Items	Waived
Group Ticket	
Per Group Ticket sold via e.Venue for Women's Basketball & Volleyball	\$0.00
Item Packages (2)	
Maximum Fee Per an Item Package	\$30.00
New Combo / Multiple Event Items / Season Tickets (3)	
Per Price of Combo / Multiple Event Item Sold via e.Venue	Waived
Student Season Tickets	
Per Combo / Multiple Event Item Sold via e.Venue	Waived
Renewals / Application Packages	
Per Season Renewal Order or Application processed via the System	\$4.00
(Note - includes 1st payment processed)	
Note: Renewal Fee shall increase by \$0.25 every other year)	
Bulk Renewal Processing	
Per Bill Plan Payment copy processed via the System	\$4.00
Payment Processing	
Per payment transactions processed via e.Venue	Waived
Online Donation Processing	
Per Transaction Value processed via e.Venue	Waived
Electronic Transfer	
Per Order transfer processed via e.Venue	Waived
e.Check Transactions	
Per Check electronically processed	Waived
Electronic Ticket / Item Delivery from e.Venue and Back Office System (4)	
Per Order utilizing Print at Home or Mobile Delivery	Waived
Per Order utilizing Patron ID Card/Device	Waived
e.Venue Guaranteed Minimum Annual Fee (5)	\$30,000
Non-Athletic Events	
Per Price of Ticket or Value/Misc. Item Sold via the System	8.0%
Minimum Fee Per Ticket or Value/Misc. Item	\$1.00
Maximum Fee Per Ticket or Value/Misc. Item	\$3.50
<p>1 Per Ticket or Value Item Fee is based on the purchase price of each Ticket or Value Item transacted through the System, including non-ticket items such as merchandise. Zero-priced items sold will not be charged the minimum fee for the item type. Value item includes gift certificate or miscellaneous item.</p> <p>2 Single Ticket or Value/Misc. Item fees apply to each item within an Item Package, up to the Maximum Fee Per an Item Package.</p> <p>3 Per Combo/Multiple Event Items Fee is based on the purchase price of each Combo/Multiple Event Item (including New Season or Subscription Tickets, Multiple Event Items, Mini Plans, and Designer Series) transacted through e.Venue. Fees will be applied per Combo Item, not per the number of events each combo item represents. Additional Tickets or Value Items sold in conjunction with a Combo Item will be charged at the applicable single Ticket or Value Item rate.</p> <p>4 Fees apply to orders assigning items to an electronic delivery method. Back Office systems include tRes and PAC7.</p> <p>5 Minimum Annual Fee period will begin on July 1st and end on June 30th of each year, prorated from date site is implemented.</p>	

TRANSACTION FEES - Arts	
Description	Term
Single Ticket or Value/Misc. Item (1)	
Per Price of Ticket or Value/Misc. Item Sold via the System	8.0%
Minimum Fee Per Ticket or Value/Misc. Item	\$0.50
Maximum Fee Per Ticket or Value/Misc. Item	\$2.50
Complimentary/Zero-Priced Items	Waived
Item Packages (2)	
Maximum Fee Per an Item Package	Waived
New Combo / Multiple Event Items / Season Tickets (3)	
Per Price of Combo / Multiple Event Item Sold via e.Venue	Waived
Student Season Tickets	
Per Combo / Multiple Event Item Sold via e.Venue	Waived
Renewals / Application Packages	
Per Season Renewal Order or Application processed via the System (Note - includes 1st payment processed)	\$3.50
Payment Pla Option	
Per payment transactions processed via e.Venue	Waived
Online Donation Processing	
Per Transaction Value processed via e.Venue	Waived
Electronic Transfer	
Per Order transfer processed via e.Venue	Waived
e.Check Transactions	
Per Check electronically processed	Waived
Electronic Ticket / Item Delivery from e.Venue and Back Office System (4)	
Per Order utilizing Print at Home or Mobile Delivery	Waived
Per Order utilizing Patron ID Card/Device	Waived
e.Venue Guaranteed Minimum Annual Fee (5)	Waived
<p>1 Per Ticket or Value Item Fee is based on the purchase price of each Ticket or Value Item transacted through the System, including non-ticket items such as merchandise. Zero-priced items sold will not be charged the minimum fee for the item type. Value item includes gift certificate or miscellaneous item.</p> <p>2 Single Ticket or Value/Misc. Item fees apply to each item within an Item Package, up to the Maximum Fee Per an Item Package.</p> <p>3 Per Combo/Multiple Event Items Fee is based on the purchase price of each Combo/Multiple Event Item (including New Season or Subscription Tickets, Multiple Event Items, Mini Plans, and Designer Series) transacted through e.Venue. Fees will be applied per Combo Item, not per the number of events each combo item represents. Additional Tickets or Value Items sold in conjunction with a Combo Item will be charged at the applicable single Ticket or Value Item rate.</p> <p>4 Fees apply to orders assigning items to an to electronic delivery method. Back Office systems include tRes and PAC7.</p> <p>5 Minimum Annual Fee period will begin on July 1st and end on June 30th of each year, prorated from date site is implemented.</p>	

FEES AND PAYMENT TERMS

FEES	
ANNUAL HOSTING SUBSCRIPTION (shall increase by \$1,500 every other year)	\$45,000
ANNUAL POINT2POINT MAINTENANCE, ENCRYPTION AND SERVICE	\$8,379
PAYMENT TERMS	
DUE ON May 1, 2022 and each May 1st thereafter thru term of Agreement (shall increase by \$1,500 every other year)	<u>\$53,379</u>

Annual periodic fee (annual/quarterly) is subject to a pro-rata reduction for services provided for a portion of the applicable period due to commencement of the applicable subscription service (i.e. live date) in the middle of the period for the first period and/or a termination or expiration date in the middle of the period for the final period.

Certificate Of Completion

Envelope Id: 797FBE825A1C459C872829FBCA5270F2

Status: Completed

Subject: Please DocuSign: 60282.pdf

State Abbreviation: OH

Source Envelope:

Document Pages: 8

Signatures: 2

Envelope Originator:

Certificate Pages: 3

Initials: 0

Smith Scott

AutoNav: Enabled

smithsw2@miamioh.edu

Enveloped Stamping: Enabled

IP Address: 50.5.185.117

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

Record Tracking

Status: Original

Holder: Smith Scott

Location: DocuSign

7/12/2022 6:49:25 PM

smithsw2@miamioh.edu

Signer Events

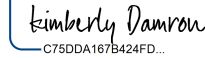
Kimberly Damron

kdamron@paciolan.com

President

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

DocuSigned by:



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Signature Adoption: Pre-selected Style
Using IP Address: 65.197.232.3**Timestamp**

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Viewed: 7/13/2022 10:16:08 AM

Signed: 7/13/2022 10:16:58 AM

Electronic Record and Signature Disclosure:

Accepted: 7/13/2022 10:16:08 AM

ID: 9abf6fad-b677-4d93-89fb-e29a78603373

Company Name: Miami University

David Creamer

creamerd@miamioh.edu

Sr VP Finance & Business Servs

Miami University

Security Level: Email, Account Authentication
(None)

DocuSigned by:



DEED5A91C47F496...

Signature Adoption: Pre-selected Style
Using IP Address: 134.53.232.177

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Viewed: 7/22/2022 7:54:29 AM

Signed: 7/22/2022 7:55:57 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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**

Alan Pandiani

apandiani@paciolan.com

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

Sent: 7/13/2022 7:57:54 AM

Electronic Record and Signature Disclosure:

Accepted: 7/13/2022 5:51:44 AM

ID: 244ea156-9792-4996-aaf6-265a79ede652

Company Name: Miami University

Carbon Copy Events	Status	Timestamp
Allen Sizemore sizemoj7@miamioh.edu Asso Dir Analytics/Data Admin Miami University Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/22/2022 7:55:58 AM
lisa boggs lisa.boggs@miamioh.edu Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/22/2022 7:55:58 AM Viewed: 7/22/2022 8:01:35 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/12/2022 6:52:20 PM
Certified Delivered	Security Checked	7/22/2022 7:54:29 AM
Signing Complete	Security Checked	7/22/2022 7:55:57 AM
Completed	Security Checked	7/22/2022 7:55:59 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Miami University (we, us or University) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing you with such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Acknowledging your access and consent to receive and sign documents 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 confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access.