

**Agreement No. 09-050101 for**

**Drink Solutions, Inc**

**Ticketing King System Access and Use**

The following is an Agreement for the Access and Use of the Drink Solutions' Inc. Ticketing King System, ("Agreement") No. 09-05-0101, which is entered into by and between the following Parties as of the 30th day of June, 2011.

**Owner ("Ticketing King")**

Ticketing King

111 East Steele Street

Orlando, Florida 32804

Tel: 321-256-1301

[legalservices@DrinkSolutions.com](mailto:legalservices@DrinkSolutions.com)

**User ("Customer")**

Ticketing King, a Florida S Corporation ("Drink Solutions"), as Owner, and the Customer, as User, agree that, when this System Access and Use Agreement ("Agreement") is signed by the Customer and accepted by Drink Solutions, the following terms and conditions will apply to any Ticketing King system and its associated equipment, product, service access, programs and program materials (System) offered under this Agreement when ordered by the Customer and the order is accepted as provided herein. Under these terms and conditions, Ticketing King will (1) furnish System access to the Customer, and (2) grant the Customer non transferable and nonexclusive access to use the system. The Customer agrees with respect to the system to accept the responsibility for (1) their selection to achieve the Customer's intended results, (2) their use, and (3) the results obtained there from. The Customer also has the responsibility for the selection

and use of, and results obtained from, any other programs, programming, equipment, or services used with the System.

Upon receipt of this executed Agreement and acceptance of terms included in the internet system setup by the Customer, Drink Solutions shall thereby grant a nontransferable and nonexclusive license for the System subject to the terms and conditions of this Agreement. Use of the System, or the first payment of charges due hereunder, whichever first occurs following receipt of this Agreement, will constitute the Customer's acceptance of the terms specified herein.

#### 1. Fees:

There are two types of fees charged on an ongoing basis, a Monthly Fee and a Per Ticket Fee. They are described below.

(a) Monthly Fee: The Monthly Fee includes access fees per establishment for rights granted pursuant to the Agreement and general release System maintenance and version updates as released by Ticketing King. The monthly fee is \$17.00 (seventeen dollars). It will be collected on the first Monday of each month.

Customer shall be responsible for advance payment of the nonrefundable Initial Monthly Fee at the time of executing the Agreement.

(c) Per On Line Ticket Fee: \$.97 (ninety cents) For every ticket purchased on line. Per Ticket fee for online purchases are non-refundable. See Section 7 for collection rules.

(d) Per Printed Ticket Fee : \$.14 ( twelve cents ). For every Printed ticket. Printed Ticket Fee is non-refundable. See Section 7 for collection rules.

Customer agrees to pay Ticketing King amounts equal to any taxes resulting from this agreement or any activities hereunder, exclusive of taxes based on Ticketing King net income.

2. User ID and Password. Customer is responsible for all actions taken with Customer's User ID and password, including fees charged to Customer's account. Ticketing King does not recommend that Customer disclose its Ticketing King password to any third parties. If Customer chooses to share its User ID and password or its personal information with third parties, then Customer is responsible for all actions taken with its account. If Customer loses control of its password, Customer acknowledges that it may lose substantial control over its personal information and may be subject to legally binding actions taken on Customer's behalf.

Therefore, if Customer's password has been compromised for any reason, Customer should immediately change its password by following instructions offered through the Ticketing King user documentation. Customer's user ID may not be transferred or sold to another party. If Customer is registering as a business entity, the undersigned represents that you have the authority to bind the entity to this Agreement. Drink Solutions will not be responsible for any fraudulent activity or costs accumulated due to Customer loss or misuse of user ID, password, or personal information.

3. Updating Customer Information. Customer is responsible for adding or editing any and all Customer content not provided by Drink Solutions, including its personal, contact, and other business information, as well as its ongoing data requirements. Customer can change its email address, contact information, financial information, shipping information, and user preferences by following instructions offered through the Ticketing King user documentation. Customer should promptly update its personal information if that information changes or is inaccurate. Technical support will be available for a charge to assist you with questions at the times specified by Ticketing King

4. Network Security. Customer understands and acknowledges that Ticketing King products utilize network security and communications parameters which are or may be IP address specific to Customer's site. It is Customer's responsibility to ensure that its network is secure, malware free, and inaccessible by and to unauthorized users. Ticketing King will not be responsible for defects in Customer's network, network security parameters, communications parameters, port configurations, or the like.

5. Restrictions. Customer acknowledges the following restrictions on its use of Ticketing King System and restricted information. Customer may not:

(a.) copy or use any part of the System and or restricted information except as permitted by the Agreement or other separate agreement or supplement;

(b.) reverse engineer, decompile, or disassemble any part of the System and or restricted information;

(c.) distribute, rent, loan, lease, sell, sublicense, or otherwise transfer all or part of the System and or restricted information or any rights granted hereunder to any other person without the prior written consent of Ticketing King;

(d.) install or use the System and or restricted information on the Internet or over a wide area network, including, without limitation, use in connection with a Web hosting or similar service, other than as specified by Ticketing King;

(e.) remove, alter, or obscure any proprietary notices, labels, or marks from the System and or restricted information;

(f.) modify, translate, adapt, arrange, or create derivative works based on the System and or restricted information for any purpose;

(g.) utilize any equipment, device, software, or other means designed to circumvent or remove any form of copy protection used by Ticketing King in connection with the System or restricted information, or use the System or restricted information together with any hardware lock, authorization code, serial number, or other copy protection device not supplied by Ticketing King;

(h.) utilize any robot, spider, scraper, or other automated means to access Ticketing King's network or server(s) for any purpose without our express written permission; take

any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our infrastructure; or interfere or attempt to interfere with the proper working of Drink Solutions' network, server(s), infrastructure, or business activities conducted therein; or,

(i) export the System or Documentation in violation of U.S. or other applicable export control laws.

6. Designated Contact. For all communication, Customer will assign and inform Ticketing King in writing a single contact person who will be responsible for making, sending and / or receiving all communications related to this Agreement and, in particular, information about both parties products and services. This person may change from time to time as directed by Customer and Customer shall inform Ticketing King in writing when that change occurs. The initial contact person for Customer is \_\_\_\_\_ with the telephone number \_\_\_\_\_ and email address \_\_\_\_\_

7. Payment Terms. Customer shall pay Ticketing King in amounts set forth herein, at the time of Customer's initial purchase and on a monthly and weekly recurrent billing cycle thereafter. Monthly Service and Maintenance package charges will be due on a recurring monthly basis on the first Monday of the month for that month. All per ticket Fees or other activity based charges will be charged on every Monday for the preceding week, unless the total per ticket fees are less than the monthly fee. In this case the fee will be deferred to the following Monday until it is greater than or equal to the monthly fee. In the event of Customer cancellation, all fees associated with Customer's use will be due at time of cancellation. Ticketing King reserves the right to terminate any Customer account due to any non-payment of over thirty (30) days. The termination may result in loss of Customer's data.

8. The user is obligated to follow the rules and regulations stated in the Ticketing King privacy policy. The privacy policy is displayed at [TicketingKing.com](http://TicketingKing.com)

9. This Agreement is effective for one (1) year from the date on which it is accepted by Ticketing King and shall be automatically renewed on an annual basis, unless sooner terminated in accordance with the Agreement, or the delivery of a notice of cancellation of future renewal at any time. Prices and fees may be adjusted at the time of anniversary or change in System use and or services provided.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date set forth hereinabove.

OWNER

USER

Drink Solutions, Inc.

Customer:

By: \_\_\_\_\_

By: \_\_\_\_\_

As its: \_\_\_\_\_

As its: \_\_\_\_\_

Agreement No. 09-05-0101

PAGE \\* MERGEFORMAT 1

DSSLA v1.1 (eff. 4/1/2009)

Customer Initials: \_\_\_\_\_