



The Standard Spingo Platform

Interactive Event Guide Interfaces

SpinGo's dynamic platform allows for simple implementation and customization where each interface becomes part of your site(s) and app(s). It includes a full interactive web Event Guide, a mobile web app for content delivery on the go, and customizable widgets for other sections of your site (e.g., Today's Shows in the Music Section). Additionally, we offer an export builder, giving you the the ability to export event content for print or email distribution, and an API, in the case that you want to pull content into custom applications. Each of these interfaces automatically pull from the centralized database, honoring your customized categories and settings. These interfaces all provide relevant and time-sensitive content to your users, along with a place where promoted events are highlighted through native advertising, driving revenue.

Key Platform Features

- Main Web Event Guide
 - JavaScript Embed
 - Multiple Views/Layouts
 - Responsive Design
- Mobile Web App
- Customizable Widgets
- Event Guide Manager
 - Customized Categories
 - Location Filters
 - Export & Widget Builders
 - Submitter Information
 - Centralized Event Database
 - Premier Package Settings
- Google Maps Integration
- YouTube Integration
- Venue and Performer Profiles
- Social Sharing: Twitter, Facebook, Google+
- Extras: Images, Tickets, Event Links
- Event Submission System
- Self Serve Promotion System
- Platform Upgrades
- REST JSON API

The screenshot displays a digital event guide interface. At the top, a 'PREMIERE EVENT' banner features a grid background and a blue box indicating 'SAT, JUN 7'. Below this, an event titled 'The Dirty Dash' is shown with a small image of a person on a bicycle. A 'Submitter Follow' button is visible. The main section is titled '24 SALT LAKE EVENTS GUIDE' and is set for 'FRIDAY, MARCH 14'. It lists several events with their start times and locations:

- SLC Tattoo Convention** at 3:00 PM at Salt Palace Convention Ce...
- BBoys: Urban Dance & Hiphop** at 3:00 PM at West Valley Library
- Live Jazz** at 6:00 PM at The Grand America Hotel
- The Alaris** at 6:00 PM at In the Venue

At the bottom, there are buttons for 'ADD EVENTS' and 'FULL CALENDAR', and a 'NEXT EVENTS >' link.

Content Verification

SpinGo's content team reserves the right to review and modify events to meet our content style guide requirements. This may include, but is not limited to, discarding event data which does not meet our content style guidelines. Your staff can always put events into recommended categories or block events, both of which are effective real-time. Support for both edit requests and event submissions are also provided by SpinGo for your users.

Event Content

SpinGo will provide access to all event content which exists in the SpinGo database within the partner coverage area. The partner is permitted to use all such content under the terms outlined in this contract. Content beyond the existing database is the responsibility of the partner or end users to provide to the Event Guide platform.

Revenue Share

Partner earns up to 20% of revenue from events promoted on and/or through their Event Guide (pending verified implementation as described on page 3). Revenue will be shared according to the following breakdown:

Paid Event Promotions Referred by Partner.....	10%
Paid Event Promotions Displayed on Partner Event Guides.....	10%

Partner will earn "Referred by" revenue share when an event promoter purchases SpinGo products directly through Partner's website or sales team. Referred by credit is always determined on a 'last touch' basis.

Partner will earn "Displayed on" revenue share for all promoted events displayed on Partner's event calendar in either the Featured or Premier ad locations. Featured promotions will be paid based on the number of impressions delivered on Partner's website(s). Premier promotions are exclusive to each calendar and have a set daily price, as determined by SpinGo.

Partner is also entitled to 100% of the revenue generated from advertising on their site outside of the SpinGo Platform (e.g., banner ad above Event Guide).

Implementation

SpinGo offers implementation support to consult with partners on how to optimize platform use. Consulting usually entails providing best practices in setting up the Event Guide for revenue generation, user engagement, and technical troubleshooting. As a SpinGo partner, implementation support begins when this contract is executed by both parties and lasts for a duration of 30 days. Partners also have access to the guides and tutorials offered at support.spingo.com. Additional implementation support can be purchased and may be detailed in the pricing section on page 3 of this agreement.

Support

SpinGo provides support for the Event Engine. Partners have access to SpinGo's online support portal at support.spingo.com where they can review guides, forums and tutorials, as well as submit feature requests and log bugs. Partners may also email partners@spingo.com to receive support.

Professional Services

SpinGo can provide professional services support for custom integrations, technical needs, and development. This is priced on a case by case evaluation and is offered as an hourly rate. This is in addition to any services or pricing quoted as part of the standard license agreement.

AGREEMENT

Full Implementation

As a partner using the SpinGo Event Platform, to qualify for revenue share, Partner agrees to the following requirements (revenue share will begin when SpinGo has verified these requirements and provided email confirmation):

Embed the Event Guide Platform Interfaces on All Partner Sites

- Main Event Guide
- Widgets on Homepage (required) and Section Pages (where appropriate)
- Mobile Web App

Prominent Links to Event Guide

- Direct Link to the Event Guide and an “Add Events” Link from Main Pages of Site

Channel Marketing Implementation

- Partner commits to promote the Event Guide through its standard marketing channels and then share the results with SpinGo if requested.

Shared Analytics on Event Guide Page

- SpinGo may request access to any pertinent data relating to the Event Guide, including Google Analytics or other analytics relating to product performance and improvement, which partner agrees to share.

The partnership can be announced in press releases by either partner.

Pricing

There is no cost for the full event platform as a partner as described in this agreement. This agreement is required prior to activation of revenue sharing.

License & Services Agreement Terms & Conditions

1. This Agreement is entered into, effective immediately, between the undersigned partner (the "Partner"), and SpinGo Solutions, Inc. ("SpinGo").
2. **License.** SpinGo grants to Partner a limited, nonexclusive, nontransferable, nonsublicensable, revocable license (the "License") to use the SpinGo™ Event Engine™ and its associated database, software, and services (collectively, the "SpinGo Platform") solely as described in this Agreement and as made available by SpinGo for the term set forth in Section 8 below. Partner hereby agrees that it shall not distribute, give, provide, sell, resell, rent, lease or otherwise transfer the SpinGo Platform, or any portion thereof, to, or allow the SpinGo Platform to be used or accessed by, any third party, including, but not limited to, any subsidiary or affiliate.
3. **Ownership.** All rights, title and interest in and to the SpinGo Platform, including all copyright, patent, trademark, trade dress and trade secret rights and any inventions, ideas or developments, are owned and retained exclusively by SpinGo or its licensors. SpinGo retains the right to use non-personally identifiable information for statistical, marketing, analysis and any related purposes. The License confers no title of ownership in the SpinGo Platform or any inventions, ideas or developments and is not a sale of any rights therein.
4. **Warranty and Limitation of Liability.** If Partner notifies SpinGo that the SpinGo Platform or any feature of the SpinGo Platform is not functioning properly, SpinGo may undertake such efforts as, in SpinGo's sole discretion, are calculated to correct the problem. In no event shall SpinGo be responsible for any issues or problems arising from any website operated by Partner (each a "Partner Website") whether or not caused by the SpinGo Platform. Partner's sole remedy in the event the SpinGo Platform interferes with a Partner Website or that the SpinGo Platform or any feature of the SpinGo Platform is not functioning properly is to terminate this Agreement by giving written notice to SpinGo. THE LICENSE Set forth in section 1 above is PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Partner BEARS ALL RISK RELATING TO QUALITY AND PERFORMANCE OF THE SpinGo platform or any portion thereof. WITHOUT LIMITING THE FOREGOING, SpinGo DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SpinGo Platform SHALL BE UNINTERRUPTED OR ERROR-FREE. In no event will SpinGo, its employees or agents be liable for any lost profits, indirect, incidental, special, punitive or consequential damages, including damages due to loss of data or goodwill, arising out of this Agreement or the use of or reliance upon the SpinGo Platform, even if SpinGo has been advised of the possibility of such damages. UNDER NO CIRCUMSTANCE WILL SpinGo'S TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY Partner TO SpinGo DURING THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD.
5. **Trade Secret.** The SpinGo Platform and information related thereto, including the terms of this Agreement, are trade secrets of SpinGo and contain valuable proprietary products and trade secrets of SpinGo, embodying substantial creative efforts and confidential information. Partner shall take appropriate action to protect the confidentiality of the SpinGo Platform. Partner and its employees, affiliates or third parties shall not modify, translate, disassemble, create derivative works based on, reverse-assemble, reverse-compile or otherwise reverse-engineer the SpinGo Platform in whole or in part, or otherwise use, copy, reproduce or distribute the SpinGo Platform except as expressly permitted hereunder. The provisions of this Section shall survive the termination of this Agreement.
6. **Other Restrictions.** Partner hereby agrees (i) to notify its employees and agents who may have access to the SpinGo Platform of the restrictions contained in this Agreement and (ii) to ensure their compliance with such restrictions.
7. **Partner's Use.** Partner shall host the SpinGo Platform on the applicable Partner Website with a hyperlink prominently located on the Partner Website main page. Partner shall host an "Add Events" hyperlink prominently located on the Partner Website main page. Partner is required to host at minimum one SpinGo widget on Partner Website main page. Partner shall enable a reliable analytics solution, such as Google Analytics, and shall provide SpinGo with read-only access reports generated by the analytics solution monthly. Partner agrees to run a monthly SpinGo marketing plan, and report monthly analytics with respect to such plan. Partner agrees that if Partner or any of its users or any users accessing content on the SpinGo Platform (the "Submitting Parties") submit content to the SpinGo Platform, the Submitting Parties shall be subject to SpinGo's Terms of Use located at <https://www.spingo.com/terms>, as amended from time to time. The Terms of Use include, but are not limited to, a grant of consent from users to receive communication from SpinGo electronically or through phone calls or in writing about products and services provided by SpinGo or its affiliates.
8. **Payment.** There is no license fee to use the SpinGo platform, unless outlined in a separate addendum or exhibit. This agreement will serve as an ongoing agreement unless terminated as provided herein or by one party delivering written notice to the other 60 days in advance of such termination. Failure to provide the required 60 days written notice may result in penalties being assessed in the amount of 50% of the retail value of any purchased promotions scheduled to display on Partner's calendar after calendar has been removed from Partner's site.
9. **Revenue Sharing.** Partners shall be entitled to 10% of any revenue (less applicable taxes, sales expenses or refunds and after verification of correct implementation) received by either Partner or SpinGo from promoters or sponsors of events, including promoted content directly or indirectly related to events, and SpinGo shall be entitled to 90% of any such revenue, in each case regardless of which party originally received such revenue, to be paid within thirty days of the end of the month in which such revenue is received by SpinGo or Partner, as applicable. In the event that such revenue is received by SpinGo based on website impressions for multiple websites (e.g., across multiple sites), such revenue shall be apportioned on a pro rata basis based on the number of views of the applicable websites for which such revenue was paid. Additionally, in the event that Partner provides a referral (that is accepted by SpinGo) to SpinGo, which purchases an option to have such referral's events "promoted" within the SpinGo Platform, Partner shall be entitled to 10% of any revenue received as a result of such referral (after verification of

correct implementation) and SpinGo shall be entitled to 90% of any such revenue. SpinGo shall have no revenue share obligation with respect to any such referral thereafter. Referred by credit is always determined on a 'last touch' basis.

10. **Reverse Publishing.** Partner receives reverse publishing rights subject to SpinGo's reasonable approval and unless SpinGo revokes such rights which it may do if it has any reasonable objection. Partner shall not sell, share, or transfer any reverse publishing rights to any third party.
 11. **Add-Ons.** If a SpinGo API is provided pursuant to this Agreement as an add-on, Partner hereby agrees to the API Terms of Use and Display Requirements located at <https://www.spingo.com/docs/spingo-api-terms-conditions-display-requirements.pdf>. As a Starter partner, Partner does not have access to the SpinGo API. If you are interested in using the SpinGo API, please contact SpinGo at partners@spingo.com.
 12. **Defense.** Partner will defend SpinGo from any actual or threatened third party claim arising out of or based upon Partner's use of the SpinGo Platform or Partner's breach of any of the provisions of this Agreement. SpinGo will: (a) give Partner prompt written notice of the claim; (b) grant Partner full and complete control over the defense and settlement of the claim; (c) assist Partner with the defense and settlement of the claim as Partner may reasonably request and at Partner's expense; and (d) comply with any settlement or court order made in connection with the claim.
 13. **Indemnification.** Partner shall indemnify SpinGo against: (a) all damages, costs, and attorneys' fees finally awarded against SpinGo in any proceeding under Section [12]; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by SpinGo in connection with the defense of such proceeding (other than Partner has accepted defense of such claim); and (c) if any proceeding arising under Section [12] is settled, Partner will pay any amounts to any third party agreed to by Partner in settlement of any such claims.
 14. **Miscellaneous.** This Agreement is governed by the laws of the State of Utah without regard to its rules on choice of law. Partner shall not assign or otherwise transfer the License granted hereby or the rights granted hereunder without the prior written consent of SpinGo. SpinGo shall be permitted to assign this Agreement to any successor to all or substantially all of the assets of SpinGo, whether by merger, acquisition, asset sale, exclusive license, stock sale or otherwise. SpinGo may immediately terminate this Agreement, or any License granted under it, for any or no reason, by giving Partner written notice of termination. No waiver of or failure to enforce any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. SpinGo may identify Partner in SpinGo marketing materials. Partner hereby grants SpinGo a non-exclusive right to use Partner's trademarks, and other materials provided by Partner for this purpose.
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