



Purchasing Department  
 4400 University Drive, Mailstop 3C5  
 Fairfax, Va. 22030  
 Voice: 703.993.2580 | Fax: 703.993.2589  
<http://fiscal.gmu.edu/purchasing>

**STANDARD CONTRACT  
 GMU-1846-23**

This Contract entered on this **3rd day of May, 2024** (Effective Date) by Tickets.com, LLC hereinafter called “Contractor” (located at 535 Anton Boulevard, Suite 250, Costa Mesa, CA 92626) and George Mason University hereinafter called “Mason,” or “University”.

- I. WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. SCOPE OF CONTRACT:** The Contractor shall provide **ProVenue Ticketing System for the Center of the Arts and Hylton Performing Arts Center** of George Mason University as set forth in the Contract documents.
- III. PERIOD OF CONTRACT:** Two years from the Effective Date with three (3) successive one-year renewal options at the sole discretion of George Mason University.
- IV. PRICE SCHEDULE:** The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.

| <b><u>CHARGES AND REVENUE OPPORTUNITIES</u></b>                                                       | <b><u>FEES</u></b>                                              |
|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| INCLUDES UP TO 2.5M CROWDCONNECTPLUSE EMAIL MARKETING APPLICATION                                     | No charge                                                       |
| IMPLEMENTATION                                                                                        | Waived                                                          |
| ANNUAL SUBSCRIPTION                                                                                   | Waived                                                          |
| <b>CREDIT CARD PROCESSING AND ALTERNATE PAYMENTS</b>                                                  |                                                                 |
| Visa/Master/Discover Cards Processed by Tickets.com                                                   | 2.55% of gross proceeds                                         |
| American Express                                                                                      | 2.50% of gross proceeds                                         |
| <b>GMU can elect to use anyof the following payment methods at the following rates</b>                |                                                                 |
| Paypal                                                                                                | 2.55%                                                           |
| ApplePay                                                                                              | 2.55%                                                           |
| Google Wallet                                                                                         | 2.55%                                                           |
| <b>INTERNET FEES</b>                                                                                  |                                                                 |
| GMU has full discretion to set any fees or service charges Fees due to tickets.com for internet sales |                                                                 |
| Single tickets and vouchers                                                                           |                                                                 |
|                                                                                                       | \$2.25 per internet ticket for single tickets                   |
|                                                                                                       | \$1.00 per voucher purchase and \$2.25 for voucher redemptions  |
|                                                                                                       | \$1.00 per internet ticket for online exchanges                 |
|                                                                                                       | \$0.00 per internet student comp ticket (up to 50,000 annually) |
|                                                                                                       |                                                                 |
| Subscription per package fee                                                                          | \$1.25 per package seat fee                                     |
| Donations                                                                                             | \$0.00 per donation                                             |
| Consignback                                                                                           | 10% of original ticket                                          |
| Memberships                                                                                           | 10% of any Membership price                                     |

V. **CONTRACT ADMINISTRATION:** Betsy Yancey shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

VI. **METHOD OF PAYMENT:** Paymode-X, Net30. <http://www.paymode.com/gmu>. Contractor shall submit invoices directly to [acctpay@gmu.edu](mailto:acctpay@gmu.edu) with a copy to the Contract Administrator. Invoices will be paid Net 30 after goods received, services rendered, or receipt in Mason's Accounts Payable email box, [acctpay@gmu.edu](mailto:acctpay@gmu.edu), whichever is later. Invoices must reference a Purchase Order number to be considered valid.

VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**

- A. This signed Contract;
- B. Data Security Addendum (attached);
- C. Tickets.com Ticketing System and Conditions;
- D. Negotiation Responses dated March 15, 2024 (attached);
- E. RFP No. GMU-November 21, 2022, in its entirety (attached);
- F. Contractor's proposal dated January 11, 2023 (attached).

VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the "Governing Rules" and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.

IX. **CONTRACT PARTICIPATION:** It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

X. **STANDARD TERMS AND CONDITIONS:**

A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.

B. **ANTI-DISCRIMINATION:** By entering into this Contract Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
  1. The parties may agree in writing to modify the scope of this Contract.
  2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as

the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
- c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of this Contract generally.

K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

1. The Contractor must submit written claim to:  
Chief Procurement Officer  
George Mason University  
4400 University Drive, MSN 3C5  
Fairfax, VA 22030
2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.
4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.

L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.

M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.

N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with

other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.

- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
    - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
    - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
    - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
  2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
  3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. DEFAULT: In the case of failure to deliver goods or services in accordance with Contract terms and conditions, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. EXPORT CONTROL:
1. **Munitions Items**: If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
    - a. notify Mason (by sending an email to [export@gmu.edu](mailto:export@gmu.edu)), and

- b. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: [export@gmu.edu](mailto:export@gmu.edu).
- V. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless George Mason University, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG)

2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

BB. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

CC. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.

Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research Contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).

EE. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit Mason from acquiring the same or similar goods and/or services from other entities or sources.

FF. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject

to the same payment and interest requirements with respect to each lower-tier subcontractor.

- GG. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- HH. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- II. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for three (3) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the lesser of the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.
  2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the lesser of the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.
- JJ. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>."
- KK. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.
- LL. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- MM. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- NN. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- OO. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor, if eligible, shall submit all required documents necessary

to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of this Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.

PP. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this contract:

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
7. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

QQ. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason’s investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who’s PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University’s financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.
3. Mason reserves the right in its sole discretion to perform audits of Contactor, at Mason’s expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

RR. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor’s facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

SS. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason’s review and approval.

TT. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

**Tickets.Com**

DocuSigned by:

*Joe Choti*

2C99463D4E1646E...  
Signature

Name: Joe Choti

Title: President & CEO

Date: 5/2/2024

**George Mason University**

DocuSigned by:

*James Russell*

2F61E096C77E4DG...  
Signature

Name: James Russell

Title: Purchasing Director

Date: 5/3/2024

**Data Security Addendum for inclusion in GMU-1846-23 with  
George Mason University (the “University”)**

This Addendum supplements the above-referenced Contract between the University and Tickets.com (“Selected Firm/Vendor”) dated May 3, 2024 (the “Contract”). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under the Contract or a Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of University’s Protected Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

This Addendum sets forth the terms and conditions pursuant to which Protected Data will be safeguarded by the Selected Firm/Vendor during the term of the Parties’ Contract and after its termination.

### 1. Definitions

Terms used herein shall have the same definition as stated in the Contract. Additionally, the following definitions shall apply to this Addendum.

- a. **“Personally Identifiable Information (“PII”)”** means any information that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver’s license numbers, state or federal identification numbers, non-directory information and any other information protected by state or federal privacy laws.
- b. **“University Data”** includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
- c. **“Protected Data”** means data identified by University to Selected Firm/Vendor as Protected Data and may include, but is not limited to: (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University’s financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to the University; and (8) confidential student or employee information. ‘Protected Data’ includes both Highly Sensitive and Restricted categories of data as defined in the [University Policy 1114 Data Stewardship](#).
- d. **“Securely Destroy”** means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- e. **“Security Breach”** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- f. **“Services”** means any goods or services acquired by the University from the Selected Firm/Vendor.

### 2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Protected Data will be encrypted in transmission (including via web interface) and stored at AES-128 encryption or greater. Additionally, Selected Firm/Vendor warrants that all Protected Data shall be Securely Destroyed, when destruction is requested by the University.
- b. If Selected Firm/Vendor’s use of Protected Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council ([www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys’ fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

### 3. Employee Background Checks and Qualifications

- a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Protected Data: Social Security Number trace; seven (7)

year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

**4. Insurance**

- a. In addition to the insurance requirements outlined in the Contract, Selected Firm/Vendor agrees to maintain Cyber Liability Insurance in an amount not less than \$2,000,000 per incident, for the entire term of the Contract. The Commonwealth of Virginia and the University shall be named as an additional insured.

**5. Security Breach**

- a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach of Protected Data, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year’s credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

**6. Audits**

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: i) security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor’s security policies, procedures and controls; ii) vulnerability scan, performed by industry-standard and up-to-date scanning technology, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract.
- b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.
- c. Selected Firm/Vendor must provide the University with its current industry standard independent third-party certification/attestation such as Service Organization Control (SOC) 2 Type II audit report, ISO27001/2 or equivalent, and provide a list of all subservice provider(s) relevant to the contract. The University shall have sole discretion to determine whether the audit report/certification/attestation provided is sufficient to satisfy the requirements of this paragraph. It is further agreed that such industry standard audit report/certificate/attestation, will be made available free of cost to the University, will be provided upon issuance by the auditor on an annual-basis. The report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for these reports, addressing issues raised in the report including if issues have been cited with the subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report. Selected Firm/Vendor agrees to be held legally accountable for the accuracy of any self-attestations provided by the Selected Firm/Vendor towards fulfilling the requirements within this addendum.

IN WITNESS WHEREOF, this Addendum has been executed by an authorized representative of each party as of the date set forth beneath such party’s designated representative’s signature.

Tickets.com by:

  
2C99463B1E1646E...  
Signature

Name: Joe Choti

Title: President & CEO

Date: 5/2/2024

George Mason University

  
2F61E096C77E4DC...  
Signature

Name: James Russell

Title: Purchasing Director

Date: 5/3/2024



### Tickets.com Ticketing System Terms and Conditions

These Tickets.com Ticketing System Terms and Conditions ("**Terms and Conditions**") are incorporated into the Ticketing Agreement (as defined herein) by and between **Tickets.com, LLC**, a Delaware limited liability company having its principal place of business at 535 Anton Boulevard, Suite 250, Costa Mesa, California 92626 ("**TDC**") and **George Mason University**, located at 4400 University Drive, MSN 3C5, Fairfax, Virginia 22030 ("**GMU**") and is made within the context of the following:

**Whereas:** TDC and GMU have entered into that certain Standard Contract GMU – 1846-23 dated \_\_\_\_\_, for the provision of, among other things, the ProVenue Ticketing System (the "**Ticketing Agreement**"); and

**Whereas:** GMU desires access and use of the ProVenue Ticketing System in connection with GMU's ticketing services and TDC has agreed to deliver the ProVenue Ticketing System subject to TDC's response to GMU's RFP "GMU-1846-23, submitted on January 14, 2023, and the provisions of these Terms and Conditions; and

**Now therefore**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

#### 1. **ProVenue Ticketing System.**

##### a. *ProVenue Ticketing System.*

- (i) *Subscription, Grant of Rights.* Subject to GMU's payment obligations as set forth in the Ticketing Agreement, TDC hereby grants GMU a non-exclusive, non-assignable, limited, revocable right to access and use the ProVenue Ticketing System in connection with GMU's provision of ticketing services. TDC agrees that the ProVenue Ticketing System will contain features and functionalities as set forth herein. Subject to the Terms and Conditions, GMU may grant access to the ProVenue Ticketing System to an unlimited number of Users. At all times during the Term, TDC shall use commercially reasonable efforts to cause each version of the ProVenue Ticketing System to be in compliance with Payment Card Industry ("**PCI**") standards throughout the Term. Each party acknowledges and agrees to the Standard Terms and Conditions as set forth in the attached Exhibit A.
- (ii) *Restrictions.* GMU may not (a) sell or assign any rights granted herein, (b) attempt to modify, disassemble, decompile, reverse engineer or make derivative works of the ProVenue Ticketing System, ProVenue Access Control Software or any other system or software provided by TDC, (c) provide, disclose or divulge or make available to, or permit use of the ProVenue System to any third party except for Users, and (d) use the ProVenue Ticketing System for any purpose except as expressly provided for in this Agreement.
- (iii) *Authorized Users.* GMU agrees that before it provides any User with access to the Ticketing System it shall inform such User of TDC's rights in and to the ProVenue Ticketing System and ensure that the ProVenue Ticketing System is being used only in accordance with the Terms and Conditions.
- (iv) *Exclusivity.* Except as otherwise provided herein, GMU agrees that throughout the Term, GMU shall utilize the ProVenue Ticketing System exclusively for all ticket sales at the George Mason University Center for the Arts and Hylton Performing Arts Center. GMU further agrees that it shall not cause or allow, directly or indirectly, tickets for events to be sold by any third party, or on any other ticketing system by allocation, voucher or otherwise, without the prior written consent of TDC. Not to include: TheaterWorksUSA, Arts by George, tickets/donation sold through CFA Development and other fundraising events sponsored by CFA Development or GMU Foundation, Manassas Ballet and other HPAC Arts partners subscription tickets, Fairfax Symphony Orchestra Subscription Tickets.

- (v) *No Minimum Sales.* It is agreed and understood that neither TDC nor GMU guarantees or will guarantee that any minimum or fixed number of tickets will be sold through the ProVenue Ticketing System for any event.
  - (vi) *Ownership of Ticketing Data.* TDC acknowledges and agrees that all ticketing data related to GMU's ticket sales captured and stored by the ProVenue Ticketing System will be the sole property of GMU.
- b. *Other Services.* In addition to the right to use the ProVenue Ticketing System as set forth in Section 1.a (ProVenue Ticketing System) above, TDC will provide the following services and additional items to GMU as part of the Agreement:
- (i) *Support.* TDC will provide GMU with email and telephone consultation service through our GMU support group ("**Support**") for incident and/or problem reporting and for general support, including without limitation, technical support to GMU to diagnose and/or isolate a ProVenue Ticketing System problem. Standard Support hours are 9:00AM EST to 9:00PM EST Monday - Friday, excluding holidays for standard system questions and requests. For business-critical matters, Support resources are available on a twenty-four (24) hours per-day, seven (7) days per-week basis (24x7). Unless otherwise mutually agreed to between TDC and GMU, TDC shall have no obligation to provide any Users with direct first-line support services. GMU acknowledges and agrees that it shall be responsible for providing necessary first-line support services to any and all applicable Users.
  - (ii) *Training and Documentation.* TDC will provide GMU with all available documentation applicable to the operation of the ProVenue Ticketing System and related products and subsequent updates as they become available. In addition, on dates and at times as mutually agreed between the parties, TDC will provide initial training to GMU's key personnel in the operation of the ProVenue Ticketing System. After the completion of the aforementioned initial training, it will be GMU's responsibility to maintain GMU personnel's and/or Users' competency in the ProVenue Ticketing System. In the event GMU desires additional training, such additional training shall be mutually agreed upon and considered as Additional Services and will be set forth on a Statement(s) of Work.
  - (iii) *Private Labeled Web Page.* TDC agrees to provide GMU with up to two (**2**) Private Labeled Web Pages (as defined below) at no additional cost. Any requests by GMU for the creation of additional Private Labeled Web Pages will be subject to TDC's standard fee of two thousand five hundred United States dollars (**\$2,500.00 USD**) per Private Labeled Web Page. For purposes of this Agreement a "**Private Labeled Web Page**" shall be defined as a page or series of pages made available on the Internet, which are developed and hosted by TDC and reside on TDC servers, and which display logos, trademarks and other trade dress of GMU or applicable User, for the purposes of making specified ticket functionality available online to authorized end-users.
  - (iv) *GMU Call Center.* GMU's in-house telephone call center, or designated outsourced telephone call center, (each, the "**GMU Call Center**") may serve as the primary method of accepting and processing incoming telephone sales, providing customer service and fulfilling ticket orders. GMU acknowledges and agrees that it will be solely responsible for all telephone charges, capital expenses, staffing expenses and any other fees and expenses associated with the operation or outsourcing of its telephone sales, customer service and order fulfillment operations. Any requests by GMU to integrate the GMU Call Center with the ProVenue Ticketing System will be performed by TDC at TDC's then prevailing rates.
  - (v) *MyTickets™ Functionality.* TDC agrees to provide GMU with functionality that is accessible through a Private Labeled Web Page and which enables designated holders of tickets to GMU and/or User events to manage their tickets online through password protected accounts ("**MyTickets**").
  - (vi) *MyProVenue.* TDC agrees to provide GMU with MyProVenue which is a responsive interface that optimizes the display and certain features and functionality (including primary ticket sales, account and ticket management and display of tickets for venue entry) of web pages based on device type, whether the patron is using a desktop computer, tablet or smartphone. TDC agrees to provide GMU with up to four (4) "**Custom Graphic Designs**" of GMU's Facilities, to compliment either an ISM (as defined herein) or other applicable product, as determined solely by TDC. Each additional Custom Graphic Design, if any, will be subject to TDC's then prevailing rate, which as of the Effective Date of this Agreement is one thousand five hundred dollars (\$1,500.00) plus applicable taxes.

- (vii) *Targeted Online Promotions.* TDC will provide to GMU, at no additional cost, functionality which gives GMU the ability to configure online promotions such as discounted event pricing, complimentary items or other special offers for patrons who are entitled to use the MyTickets functionality described in Section 1.b(v) (MyTickets Functionality) above ("**Targeted Online Promotions**"). GMU will have the option to configure Targeted Online Promotions for display to all eligible MyTickets account holders or to a sub-set of all eligible MyTickets account holders based on the presence of designated patron traits as defined in the ProVenue Ticketing System.
- (viii) *Apple Wallet/Google Pay Integration.* TDC will provide GMU, at no additional cost, functionality that allows patrons utilizing MyProVenue method of delivery to access tickets using Apple's Wallet application on iPhone mobile devices and Google Pay on android mobile devices.
- (ix) *Email Confirmation.* TDC will provide GMU with its Email Confirmation (as defined herein) functionality, including initial set-up and one (1) customizable email template at no additional cost. For purposes of this Agreement, "**Email Confirmation**" shall be defined as functionality that will enable GMU to send confirmation emails to patrons for certain ticketing system transactions. GMU acknowledges that the Email Confirmation functionality requires GMU to enter into a third-party service agreement with a TDC approved service provider and that TDC will not provide technical support on behalf of the third-party service provider. GMU shall be directly responsible for the costs associated with the third-party service provider's offering, including, but not limited to, utilization, support and professional service fees.
- (x) *Event Ticket Insurance.* For so long as TDC maintains a relationship with a third-party event ticket insurance vendor (the "**Ticket Insurance Vendor**"), TDC may provide an option on the applicable ticket purchase page for ticket buyers to purchase ticket insurance ("**Event Ticket Insurance**") for GMU events sold through the ProVenue Ticketing System. When a ticket buyer checks the applicable "opt-in" box to purchase Event Ticket Insurance, he/she expressly authorizes TDC to forward his/her personal information, including without limitation applicable credit card information, to the Ticket Insurance Vendor. Such ticket buyer information shall be used in accordance with the privacy policy of the Ticket Insurance Vendor. All payments for Event Ticket Insurance will be separately charged to a ticket buyer's credit card by the Ticket Insurance Vendor. All purchases of Event Ticket Insurance will be subject to the terms and conditions provided by the Ticket Insurance Vendor. A link to such terms and conditions will be posted on the ticket purchase page. Any and all inquiries regarding Event Ticket Insurance will be handled directly by the Ticket Insurance Vendor. Under no circumstances will TDC be liable for any claims that arise from the sale or administration of the Event Ticket Insurance service.
- (xi) *Vouchers.* Subject to Voucher Fees, TDC agrees to provide GMU with a license to use its ProVenueOnline Voucher Redemption feature which shall be considered and subject to all applicable terms governing TDC Technology. Voucher Redemption shall be defined as the ProVenue Ticketing System feature which allows GMU to sell items called "**Vouchers**" that patrons can later redeem for a ticket to an event. When a patron purchases a Voucher, an open item liability is created, allowing the patron to redeem the Voucher for a ticket to an event at some point in the future. When the Voucher is redeemed for a ticket that is the same price as the Voucher, the liability is consumed. If the Voucher is redeemed for a less expensive ticket, the liability is consumed up to the price of the ticket and the remainder of the liability is automatically written off, allowing GMU to keep the balance. If the Voucher is redeemed for a more expensive ticket, the liability is consumed and the patron is required to pay the balance due with another form of payment. GMU acknowledges and agrees it is solely responsible for creating, maintaining and communicating to patrons, GMU's Voucher Redemption policy and ensuring the policy complies with all applicable laws.
- (xii) *Consignback.* Subject to the Consignback Ticket Service Charge, TDC agrees to provide to GMU functionality which enables a ticket purchaser to consignback a ticket to GMU that can then be re-offered for sale through the ProVenue Ticketing System (each a "**Consignback Ticket**"). GMU may elect to charge that ticket purchaser a consignback service fee (the "**GMU Consignback Fee**"). GMU acknowledges and agrees it is solely responsible for creating, maintaining and communicating to patrons, GMU's Consignback Ticket policy, any GMU Consignback Fee and ensuring the policy complies with all applicable laws.
- (xiii) *Online Ticket Exchanges.*

1. TDC agrees provide GMU the MyTickets self-service ticket exchange functionality to allow patrons to exchange tickets online via MyTickets as a self –service operation (“**Online Ticket Exchanges**”).
2. Prior to TDC activating the Service or implementing GMU requested changes to the Online Ticket Exchanges configuration, GMU agrees to complete TDC’s separate Online Ticket Exchanges set-up checklist or provide the analogous information in another agreed upon format, specifying GMU’s desired Online Ticket Exchanges configuration. GMU agrees to provide TDC names for the applicable fees and any related patron disclosures that will appear in MyTickets when patrons utilize Online Ticket Exchanges.
3. GMU acknowledges and agrees that it is solely responsible for creating, maintaining and communicating to patrons GMU’s Online Ticket Exchanges policy applicable to Online Ticket Exchanges, ensuring the exchange policy complies with all applicable laws and confirming the exchange policy is consistent with GMU Online Ticket Exchanges configuration choices specified pursuant to Section 4.b.(xx)(2) above.
4. GMU acknowledges and agrees that Online Ticket Exchanges configurations are subject to the following Online Ticket Exchanges fees:
  - i) Online Ticket Exchange Fees. TDC will be entitled to the Online Ticket Exchange Fee.
  - ii) Ticket Downgrade Fees. When a patron exchanges a ticket for one with a lower face value, GMU may configure Online Ticket Exchanges to provide the patron an account credit for the difference in the ticket values or require the patron to forfeit any difference in ticket values (the “**Downgrade Fee**”). If GMU elects to charge a Downgrade Fee, GMU shall retain all Downgrade Fee proceeds.

## 2. Additional Fees.

- a. *Travel Expenses*. TDC and GMU agree that TDC shall be responsible for any and all travel expenses incurred by TDC for the initial on-site implementation and training for the ProVenue Ticketing System at GMU’s Facility. In the event GMU requests that TDC provide any on-site services or training after the initial implementation, such on-site services and/or training shall be subject to TDC’s then current hourly rate plus applicable travel expenses that meet GMU’s travel reimbursement requirements and do not exceed GSA per diem rates and will be documented in a separate Order Form or other written agreement executed by the parties.
- b. *Adjustment in Payment Card Fees*. TDC reserves the right, upon prior written reasonable notice to GMU, to renegotiate the applicable payment card fees following any corresponding increase in processing and payment card costs to TDC (e.g. increases in interchange, gateway fees, fraud prevention tools, compliance or association fees, etc.). Upon request by GMU and prior to any such adjustment in payment card fees, TDC shall provide GMU documentation and support addressing such adjustment in payment card fees.

## 3. Account Procedures.

- a. *Order Fulfillment by TDC*. Subject to a ticket purchaser’s election to use alternative methods of delivery, TDC agrees to provide fulfillment services to GMU for any tickets purchased through the Internet. All tickets not delivered to purchasers will be pulled off the ProVenue Ticketing System by GMU and held for the purchaser at a "will call" window at the box office or such other method that the venue uses to admit such purchasers. GMU will cause a “will call” window at the box office to be open and accessible to purchasers whose tickets are being held at the box office at least one (1) hour prior to the starting time for each event or provide an alternate procedure to admit such purchasers to the event.
- b. *Payment Card Processing by TDC*. GMU agrees that all payment card sales processed through TDC’s payment card processor and shall be subject to the following:

- (i) Collection of Gross Ticket Proceeds. TDC shall collect all Gross Ticket Proceeds from payment card transactions made through the ProVenue Ticketing System. GMU will be responsible for the collection and distribution of all revenues from non-payment card sales.
- (ii) Settlement of Funds. TDC will pay GMU an amount equal to the Gross Ticket Proceeds collected by TDC less the amounts TDC is entitled to retain in accordance with this Agreement. Such payment will be made by Automatic Clearing House (ACH) or by check on or about Friday of each week with respect to sales which have occurred during Monday through Sunday of the week preceding such payment date.
- (iii) Settlement Report. Each payment made to GMU by TDC will be accompanied by TDC's standard remittance report. Such report will form the basis for settlement between the parties, and will be conclusive as to any amounts owed to GMU by TDC unless GMU submits a written objection to TDC within thirty (30) days after receipt of such report, setting forth in reasonable detail why GMU believes the report to be incorrect.
- (iv) Chargebacks. GMU agrees to pay all payment card chargebacks for the unrecovered sum of all tickets sold through the ProVenue Ticketing System, which sales resulted in a payment card chargeback to TDC. TDC will have the right to deduct such chargebacks through the settlement of funds as set forth in Section 3.b(ii) of this Agreement. If settlement funds are not available in which to offset such chargebacks, TDC will have the option to continue deducting chargebacks from subsequent settlement funds or invoice GMU for such chargebacks. GMU agrees to pay all chargeback invoices within thirty (30) days of receipt. GMU agrees that its box office staff will verify customer identification against any credit card, which is presented for payment of Tickets. Further, GMU acknowledges that due to payment card association rules, standard chargebacks under this Agreement may occur up to eighteen (18) months from the date in which a ticket purchaser has purchased a Ticket through the ProVenue Ticketing System. Those chargebacks which are the result of fraud have no time limitation on the purchaser's ability to recover such charges.
- (v) Cancellations. If an event is cancelled or closed after tickets have been sold, GMU agrees to assume all responsibilities with regard to refunds, exchanges and/or resolution of GMU inquiries or issues. TDC agrees to provide refunds or exchange of tickets as directed by GMU for tickets which were sold through the ProVenue Ticketing System. TDC agrees to provide such refunds or exchanges through the ProVenue Ticketing System for a period of 120 days after the originally scheduled date of the event. Specific refund procedures will be mutually agreed to for each cancelled event. Within fourteen (14) days of the cancellation of an event, GMU agrees to provide adequate funds to TDC necessary to make refunds for all tickets for which TDC has previously made settlement to GMU if GMU's settlement funds are insufficient to make such refunds. After such one hundred twenty (120) day period, TDC will remit to GMU all un-refunded ticket proceeds TDC holds for the cancelled Event, less any fees charged to GMU and collected from the purchaser, in which TDC has the right to retain under this Agreement. TDC will refer purchasers requesting refunds to GMU. Thereafter, GMU will be solely responsible for any subsequent reimbursements to purchasers of tickets to such cancelled events. GMU agrees to inform purchasers of this refund policy. In the event of any cancellation, TDC will have the right to retain any charges due to TDC from GMU as though no cancellation or closing has occurred.
- (vi) Postponed/Rescheduled Events/Exchanges. If an event is postponed and/or rescheduled, TDC will provide refunds and/or exchanges as directed by GMU. An exchanged ticket may be returned to the ProVenue Ticketing System without charge, but TDC will be entitled to retain its share of any fees it is entitled to which were imposed on the initial sale of the exchanged ticket. GMU acknowledges and agrees that all chargebacks resulting from a postponed or rescheduled event, regardless of refund policy, are the financial responsibility of GMU.

**4. Data Connectivity.** GMU agrees that it shall be solely responsible for the procurement of, and all costs associated with the installation and continued maintenance of a business class, commodity Internet connection with a static public IP address at each Facility in which the ProVenue Ticketing System will be utilized. In addition to such Internet connection,

GMU shall be responsible for all costs associated with establishing a Virtual Private Network (“**VPN**”) connection between TDC’s hosting location(s) and each Facility hosting a ticketing terminal provided by TDC or provided by GMU, including but not limited to all continuing maintenance costs.

- a. *TDC VPN Concentrator.* TDC will operate and maintain, at its sole cost and expense, commodity Internet connection and a VPN concentrator at the TDC hosting location(s) to terminate GMU-facing VPN data connection.
- b. *Managed VPN Hardware.* In the event GMU desires to procure managed VPN hardware devices during the Term, GMU may acquire them from TDC at TDC’s then current rate.
- c. *Managed VPN Software - Secure Socket Layer (“**SSL**”) VPN Connection.* TDC agrees to provide GMU with ten (**10**) SSL VPN connections for use during the Term at no additional cost. Notwithstanding the foregoing, GMU acknowledges and agrees that if it elects to utilize additional SSL VPN connections during the Term, such additional connections will be acquired only from TDC and shall be subject to TDC’s then prevailing rate.
- d. *GMU Network Equipment and Internal Wiring Obligations.* During the Term, GMU shall be solely responsible for all costs associated with internal wiring and related hardware within each Facility (including without limitation, all switches and routers), which may be necessary to access or otherwise utilize the ProVenue Ticketing System and any other products or functionality provided by TDC or GMU hereunder. In addition, GMU shall be solely responsible for all costs associated with the procurement of and continued maintenance of any and all power connections (including all cabling) necessary to enable the ProVenue Ticketing System and any other products or functionality provided by TDC or GMU hereunder to remain operational.
- e. *Backup Connectivity.* GMU acknowledges and agrees that it shall be responsible for the procurement of, and all costs associated with the installation and continued maintenance of a publicly IP addressed commodity Internet connection at each Facility for backup connectivity purposes.

## 5. Equipment.

**5.1 TDC Equipment.** TDC agrees to provide GMU, at no additional cost, with the TDC Equipment as described in the RFP response for use during the Term. GMU acknowledges and agrees that during the Term, unless otherwise agreed between the parties in writing, the following terms shall apply to all TDC Equipment provided by TDC hereunder.

- a. *Ownership.* GMU acknowledges and agrees that all TDC Equipment provided hereunder is and will remain the sole and exclusive property of TDC. GMU will not acquire any ownership interest in, and will have no right to transfer, license the use of, or encumber the TDC Equipment or any portion thereof, without TDC’s prior written.
- b. *Equipment Repair.* TDC will be responsible for the replacement or repair as reasonably necessary for any TDC Equipment that no longer functions for its intended purpose as a result of normal and reasonable use throughout the life cycle of any such TDC Equipment. GMU shall be responsible for any such replacement or repair that is necessary due to the negligence or abuse of TDC Equipment by GMU, its Users, employees and/or agents.
- c. *Equipment Maintenance.* GMU will be responsible for the routine maintenance of all TDC Equipment as reasonably necessary to maintain the TDC Equipment in good working order. Such routine maintenance shall consist of, but not be limited to, Boca print head, optical sensor, and roller cleaning and general maintenance, credit card swipe cleaning, handheld scanner cleaning and battery conditioning.
- d. *No Use of TDC Equipment for Non-Ticketing Purposes.* GMU acknowledges that the Equipment provided hereunder is intended solely for use in connection with the ProVenue Ticketing System and that the

installation and use of any other software program on any or all of the TDC Equipment for any other purpose, without the prior written consent of TDC is strictly prohibited.

- e. *Training and Use of the Equipment.* TDC will provide training for GMU's personnel in the use and operation of the TDC Equipment. Only those employees or independent contractors of GMU who have been trained by TDC, or by a TDC trained employee of GMU, will use the TDC Equipment. GMU will not permit any untrained employee or contractor of GMU to use the TDC Equipment.
- f. *Loss and Damage.* GMU shall be responsible for any loss or damage to the TDC Equipment unless such loss or damage is the result of TDC's negligence or willful misconduct.
- g. *Equipment Tags.* GMU will not remove, cover or alter any labels, plates or other markings identifying any item of TDC Equipment. If TDC supplies GMU with new labels, GMU will affix and maintain them in a prominent place on each item of TDC Equipment in accordance with TDC's instructions.
- h. *Location and Right of Inspection.* GMU will not move any TDC Equipment from the location where it is installed or make any addition or alteration without TDC's prior written consent. TDC will have the right, at any time during normal business hours and upon thirty (30) days' notice, and approval from GMU for that date and time, to inspect the TDC Equipment and for that purpose to have access to the TDC Equipment.
- i. *Boca Print Head Repair and/or Replacement.* TDC acknowledges and agrees to repair or replace any and all failed Boca print heads, provided that GMU has purchased ticket stock directly through TDC for a minimum period of twelve (12) months prior to hardware failure. In the event ticket stock is not purchased through TDC for this period and/or if GMU uses any non-Boca ticket stock, GMU shall bear responsibility for purchase of replacement print head(s) from TDC at TDC's then prevailing rates.
- j. *Return of Equipment.* Upon the expiration or termination of this Agreement, GMU will return all TDC Equipment to TDC in good working condition, reasonable wear and tear excepted. TDC will be responsible for the removal of the TDC Equipment and will have the right to enter GMU's office and/or box office to take possession of the TDC Equipment.

**5.2 Purchased Equipment.** For the avoidance of doubt, GMU agrees to provide or purchase all equipment required to operate the ProVenue Access Control System and the ProVenue Ticketing System, other than the TDC Equipment provided herein. All equipment provided or purchased must meet TDC minimum specifications. In the event GMU chooses to procure additional equipment from TDC, such equipment order (including all applicable terms and conditions) will be set forth in a separate purchase order or Order Form. Title to such Purchased Equipment shall remain with GMU as set forth in Section 4.4(b) (Title) of Exhibit A (Standard Terms and Conditions). GMU acknowledges and agrees that all service and maintenance necessary to maintain the Purchased Equipment shall be the sole responsibility of GMU. Any requests by GMU for TDC to perform installation, configuration and/or maintenance on GMU equipment that is not purchased from or otherwise provided by TDC shall be subject to TDC's then current hourly rate plus applicable travel and expense costs, if applicable.

## **6. Access Control.**

**6.1 Alfred Access Control.** TDC will furnish Customer with the TDC Equipment listed in the RFP response for GMU's use in connection with Alfred Access Control. TDC will assist GMU with initial set-up and configuration for the purpose of making the system operational in conjunction with the other elements of the Ticketing System.

**6.2 Terms and Conditions.** GMU acknowledges that all Alfred Access Control Equipment shall be deemed TDC Equipment hereunder, and as such shall be subject to the terms of Section 6.5 (TDC Equipment) of Exhibit A. With respect to Apple Wallet digital tickets utilizing Apple's Near-field communication ("**NFC**") functionality (if enabled), GMU acknowledges and agrees that each digital ticket shall include TDC branding, TDC/GMU contact information and ticket terms and conditions, subject to TDC approval. GMU may not (i) modify, disassemble, decompile, reverse engineer, or make derivative works of the Alfred Access Control or any portion thereof; or (ii) use the Alfred Access Control in any way not

otherwise expressly authorized in this Agreement. GMU acknowledges that this Agreement does not grant any other right with respect to Alfred Access Control, other than the right to use Alfred Access Control in accordance with the terms of this Agreement. Any features or outside functionalities of the Alfred Access Control as delivered pursuant to this Agreement shall be deemed a customization and any such requested customization will be considered outside the accordance of this Agreement and will be subject to TDC's then prevailing rate.

**7.3 Alfred Access Control Licenses.** TDC hereby grants to GMU, subject to the terms of Section 1(b)(iv) (License to Use Alfred and Alfred Access Control) a non-exclusive, non-transferable, limited and revocable license to use Alfred Access Control Software in connection with Alfred Access Control equipment.

**7.4 Wireless Network.** GMU acknowledges and agrees it shall be responsible for all installation, configuration and maintenance of a wireless network to support handheld scanners and other TDC Equipment or GMU Equipment, as applicable, to connect to Alfred Access Control. TDC represents the Wi-Fi devices provided to GMU will support WPA2-Enterprise with currently available industry encryption standards.

**7.5 Site Preparation.** Prior to the delivery date of Alfred Access Control, GMU shall, at its sole cost, install all hardware to complete the Site Preparation and otherwise prepare the vicinity for Alfred Access Control set-up and configuration pursuant to the specification sheet provided by TDC. TDC acknowledges that GMU has fulfilled its obligations under this section.

**7.6 Completion/Notification.** GMU will provide advance written notice (for which e-mail transmission shall suffice) to TDC when Site Preparation is complete. Upon receipt of notice of completion of Site Preparation, TDC will schedule delivery of Alfred Access Control in addition to testing and training of GMU's personnel at a mutually acceptable time and date. TDC acknowledges that GMU has fulfilled its obligations under this section.

**7.7 Failure to Complete Site Preparation.** GMU acknowledges if Site Preparation has not been completed by GMU before the delivery date, TDC (or its agent, in TDC's sole discretion) may complete the Site Preparation, which services shall be performed at TDC's then-prevailing rate, plus expenses upon the parties' execution of an SOW.

**7.8 Delivery and Installation.** TDC shall deliver the equipment and any applicable Software required in connection with Alfred Access Control to the Facility or such other location mutually agreed by the parties by the delivery date determined by GMU; provided, that GMU has furnished TDC with adequate lead-time prior to such delivery date. GMU will: (a) ensure that a representative is available to accept delivery of the applicable elements of Alfred Access Control and to acknowledge receipt of Alfred Access Control upon such delivery (b) bear responsibility for all labor necessary to unpack the applicable TDC Equipment and (c) physically install such TDC Equipment (all of which TDC Equipment shall be shipped to GMU pre-configured unless otherwise set forth herein). After GMU has physically installed the TDC Equipment and GMU Equipment, TDC shall work with GMU personnel via Remote Administration to make the system operational in advance of training services, including with those personnel designated to perform a full test of Alfred Access Control to ensure that Alfred Access Control is functioning properly. GMU acknowledges that TDC has fulfilled its obligations under this section.

**7.9 Training.** TDC will provide Alfred Access Control remote training for personnel of GMU via WebEx or other applicable web-based functionality. Such training will provide an overview of Software and TDC Equipment operation, maintenance, and troubleshooting. GMU will take all reasonable measures necessary to ensure that all designated personnel who will be operating Alfred Access Control will be available to receive such training at the designated time and without interruption. GMU acknowledges that TDC has fulfilled its obligations under this section.

**7.10 Designated Contact for Alfred Access Control.** GMU will designate one to three staff members per Facility as the Alfred Access Control administrator(s). As the Alfred Access Control administrator(s), such person(s) will be responsible for normal day-to-day system operation, maintenance, and upgrades. The Alfred Access Control administrator will be on-site at the Facility, and available during all events in which Alfred Access Control is being used. The Alfred Access Control administrator will be the primary contact for TDC and for all Alfred Access Control support issues. If GMU does not designate an Alfred Access Control administrator and TDC is required to perform system administration functions, such services will be performed at TDC's then-prevailing rate, plus out-of-pocket expenses, upon the parties' execution of an SOW.

**7.11 Telephone Support.** At no cost to GMU, telephone support for Alfred Access Control will be handled by TDC's personnel during the normal Support hours of 9:00 AM to 11:59 PM ET, excluding TDC scheduled holidays. GMU acknowledges after hours and holiday support calls are to be billed at TDC's then-prevailing rate.

**7.12 On-Site Support.** Upon reasonable request of GMU, if telephone support and all other reasonable methods of support fail to resolve a problem, TDC may, in its discretion, provide additional on-site support services. Notwithstanding the foregoing, TDC shall provide on-site support in the event of a failure of the Ticketing System that cannot be resolved remotely at no additional cost to GMU provided that GMU shall pay TDC's then prevailing hourly rate, plus travel and expenses if the failure results due to the negligence of or breach of this Agreement by GMU or its authorized agents or subcontractors.

**7.13 Remote Administration.** GMU acknowledges that TDC's ability to perform support for Alfred Access Control will require the use of Remote Administration. It is understood that TDC or one of its authorized partners has the right to perform Remote Administration as required.

**7.14 Access to Alfred Access Control.** GMU shall provide TDC with full and free access to Alfred Access Control in a safe environment with adequate space to facilitate support services and GMU shall maintain secure remote network access to Alfred Access Control.

**7.15 Replacement.** Notwithstanding anything to the contrary set forth herein, in the event that during the Term, TDC plans to terminate use of any TDC-provided component of Alfred Access Control so it is no longer made Generally Available by TDC, TDC reserves the right, upon reasonable notice to GMU to replace such component with alternative functionality possessing, at a minimum, the same or comparable features and functions as the component proposed to be replaced and in each case, at a minimum, according to the same standards and requirements applicable to such component set forth herein.

**7.16 Additional Services.** GMU acknowledges that any additional services beyond those set forth in this Agreement as provided by TDC, including but not limited to: Site Preparation, additional training, delayed or additional set up and configuration due to the failure of GMU to adhere to the requirements provided by TDC, and any support that falls outside the scope of included support, shall be deemed Premium Products and performed by TDC in TDC's discretion, at TDC's then-prevailing rate, plus out-of-pocket expenses, upon the parties' execution of an SOW.

- 7. Future Pricing.** If during the Term, should TDC develop and/or make other products or functionality available through the ProVenue Ticketing System that are not expressly set forth in Terms and Conditions, and GMU desires to utilize any such product or functionality in connection with the sale of tickets to GMU's events, the parties agree to negotiate a mutually acceptable rate for such products and/or functionality. For purposes of this section, upgrades and/or enhancements to the current version of Software shall not be subject to "Future Pricing". Such upgrades and/or enhancements to software shall be issued to GMU at no additional fee.
- 8. Third Party Licensed Elements.** The Services provided pursuant to these Terms and Conditions may include third party licensed elements ("**Elements**"). In the event that any such Element becomes unavailable to TDC for any reason, including but not limited to a third-party breach or force majeure event, TDC will use commercially reasonable efforts to procure an alternate provider of substantially similar elements ("**Alternate Elements**"). If Alternate Elements cannot be procured, then TDC may upon prompt notice to GMU, elect to discontinue or terminate the provision of any applicable Services affected by the unavailability of such Elements.
- 9. Third-Party Products.** Some of the hardware provided pursuant to these Terms and Conditions may include third party products ("**Third-Party Products**"). TDC does not provide any warranty, express or implied, for the Third-Party Products, including but not limited to, any implied warranty of merchantability or fitness for a particular use. The warranty will be limited to that offered by the Third-Party Products' original manufacturer ("**Manufacturer**") and the warranty will exist solely between the Manufacturer and GMU, and GMU agrees to look solely to the Manufacturer for any existing warranty. TDC will not be liable for any loss, property damage, personal injury, legal expense or other expense incurred by any employee, agent, invitee or licensee of GMU regardless of how caused, if arising out of the use or possession of the Third-Party Products by GMU, unless such loss, property damage, personal injury, legal expense or other expense is caused by the gross negligence or willful misconduct of

TDC, its employees or authorized agents. Title and risk of loss to the Third-Party Products will pass to GMU upon delivery of such Third-Party Products from TDC's or Manufacturer's facility, as applicable.

10. The parties agree that all capitalized terms not defined in these Terms and Conditions will bear the same meaning as set forth in the Ticketing Agreement.
11. **THERE ARE IMPORTANT TERMS AND CONDITIONS, WARRANTY DISCLAIMERS, LIABILITY LIMITATIONS AND SERVICES DESCRIPTIONS CONTAINED. DO NOT SIGN THESE TERMS AND CONDITIONS UNTIL YOU HAVE READ ALL OF THE DOCUMENTS COMPRISING THE AGREEMENT THAT PERTAIN TO THIS ORDER. YOUR SIGNATURE BELOW INDICATES YOU HAVE READ THESE TERMS AND CONDITIONS AND THE ADDITIONAL TERMS IN THE OTHER DOCUMENTS COMPRISING THIS AGREEMENT AND AGREE TO BE BOUND BY THEM.**
12. With the exception of the terms set forth in these Terms and Conditions, the terms and conditions of the Ticketing Agreement will remain unchanged.

## **EXHIBIT A**

### **Standard Terms and Conditions**

#### **1. DEFINITIONS.**

- (a) "GMU Equipment" means computer hardware, not including stored data, and other tangible equipment owned or leased by GMU. GMU Equipment may be connected to TDC Equipment, including to the ProVenue Ticketing System for the purposes of receiving Services pursuant to an Order Form.
- (b) "GMU Marks" means any registered or unregistered names, marks, brands, logos, designs, slogans, trademarks, trade dress and any other designations GMU uses in connection with its services and products, including but not limited to affiliates track logos, and the logos of their events.
- (c) "GMU Technology" means GMU's proprietary technology, including GMU's Internet operations design, GMU software (in source and object forms), software tools, hardware designs, algorithms, user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by GMU or licensed to GMU from a third party) and also including any derivatives, improvements, enhancements or extensions of GMU Technology conceived, reduced to practice, or developed during the Term by either party that are not uniquely applicable to GMU or that have general applicability in the art.
- (d) "Facility" means a building or venue at which events are held and to which admission is granted by the presentation of a ticket which is generated through the ProVenue Ticketing System.
- (e) "Order Form" means a written order from GMU to TDC for Services, in a form designated by TDC and signed by an authorized representative of GMU and TDC.
- (f) "Alfred" means proprietary Software program developed and owned by TDC that serves as a means to enable real-time communication between the operator and the Ticketing System to service Patrons for tasks including ticket sales, ticket service and access control and reporting.
- (h) "ProVenue Ticketing System" means the equipment, software, connectivity and procedures developed, established and maintained by TDC and to which GMU may be granted access pursuant to an Order Form, as part of the Services provided to GMU by TDC.
- (i) "Professional Services" means any GMU or non-standard professional or consulting service provided by TDC to GMU as more fully described in an Order Form or other applicable Statement of Work.
- (j) "Purchased Equipment" means any hardware or other products (including, if applicable, associated licensed software) purchased by GMU from TDC.
- (k) "Service(s)" means the specific service(s) provided by TDC to GMU as described on the Order Form(s).
- (l) "Statement of Work" means a detailed description(s) of the custom or non-standard Professional Services.
- (m) "TDC Equipment" means all equipment, including computer hardware, network connections, storage devices and other equipment and components comprising the ProVenue Ticketing System. In connection with the provision of certain Services pursuant to an Order Form, TDC Equipment may also mean any equipment provided to GMU by TDC as part of such Services and to which TDC retains all rights of title and ownership.
- (n) "TDC Marks" means any registered or unregistered names, marks, brands, logos, designs, slogans, trademarks, trade dress and any other designations TDC uses in connection with its services and products.
- (o) "TDC Technology" means TDC's proprietary technology, including the ProVenue Ticketing System, TDC's Internet operations design, TDC software (in source and object forms), software tools, hardware designs, algorithms, user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by TDC or licensed to TDC from a third party) and also including any derivatives, improvements, enhancements or extensions of TDC Technology conceived, reduced to practice, or developed during the Term by either party that are not uniquely applicable to GMU or that have general applicability in the art.
- (p) "Users" means individuals who are authorized by GMU to use the Services, for whom subscriptions to the Service have been purchased, and who have been supplied user identifications and passwords by GMU (or by TDC at GMU's request). Users may include, but are not limited to, GMU's employees, consultants, contractors and agents; or third parties with whom GMU transacts business.
- (q) "Work" means any tangible deliverable provided by TDC to GMU as described in a Statement of Work for Professional Services.

#### **2. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY OWNERSHIP; LICENSE GRANTS.**

##### **2.1 Confidential Information.**

- (a) *Nondisclosure of Confidential Information.* TDC and GMU each acknowledge that they may have access to certain confidential information of the other party concerning the other party's business, plans, clients, technology, and products, and other information held in confidence by the other party (individually and collectively, "*Confidential Information*"). Confidential Information shall include all information in tangible or intangible form that is

marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Confidential Information shall also include, but not be limited to, TDC Technology, GMU Technology, non-public information relating to the clients of either party, and the terms, conditions and existence of the Agreement. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of the Agreement, nor disclose to any third party (except to its applicable parent company, subsidiaries, affiliates, independent contractors, attorneys, accountants and other advisors as reasonably necessary) any of the other party's Confidential Information and will take all reasonable precautions to protect the confidentiality of such information, which precautions, in any event, will be at least as stringent as it takes to protect its own Confidential Information.

(b) *Exceptions.* Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of the Agreement by the receiving party; or (iv) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that, unless restricted by law or by order of a governmental agency, the receiving party provides reasonable notice to the other party of the required disclosure so as to permit the other party to respond to such request for disclosure.

## 2.2 *Intellectual Property.*

(a) *Ownership.* Except for the rights expressly granted herein or in an Order Form, the Agreement does not transfer to GMU any ownership rights in and to any TDC Technology. All rights, title and interest in and to TDC Technology will remain solely with TDC. GMU agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the TDC Technology. Except for the rights expressly granted herein, the Agreement does not transfer from GMU to TDC any ownership rights in and to GMU Technology, and all rights, title and interest in and to GMU Technology will remain solely with GMU. TDC agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from GMU Technology.

(b) *General Skills and Knowledge.* Notwithstanding anything to the contrary in the Agreement, TDC will not be prohibited or enjoined at any time by GMU from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another GMU of TDC.

(c) *License to TDC Marks.* Solely for purposes of (i) marketing and promotional materials and (ii) use and display on the Private Labeled Web Page(s) for the purposes contemplated herein or on any applicable Order Form, TDC hereby grants to GMU a non-exclusive license to use the TDC Marks. TDC hereby represents and warrants to GMU that it is the sole and exclusive owner of the TDC Marks and is authorized to grant to GMU the license to use the TDC Marks for the purposes contemplated herein.

(d) *License to GMU Marks.* Solely for purposes of (i) marketing and promotional materials, and (ii) use and display on any Private Labeled Web Page(s), **subject to the prior written approval of GMU in each instance**, GMU hereby grants to TDC a non-exclusive license to use GMU Marks. GMU hereby represents and warrants to TDC that it is the sole and exclusive owner of GMU Marks and is authorized to grant to TDC the license to use GMU Marks for the purposes contemplated herein.

(i) *Conditions of Licenses.* The licenses granted to the respective parties above are subject to the following conditions:

a. *Ownership of TDC Marks.* TDC will retain all ownership rights and all title and interest in and to TDC Marks. TDC hereby expressly reserves full rights to grant to others licenses to use the TDC Marks.

b. *Ownership of GMU Marks.* GMU shall, at all times, retain all ownership rights and all title and interest in and to GMU Marks. GMU hereby expressly reserves full rights to grant to others licenses to use GMU Marks.

c. *Use of TDC Marks.* GMU acknowledges that any and all use of the TDC Marks by GMU shall inure to the sole benefit of TDC and that TDC shall own and retain full rights to the TDC Marks and any goodwill relating thereto.

d. *Use of GMU Marks.* TDC acknowledges that any and all use of GMU Marks by TDC hereunder shall inure to the sole benefit of GMU and that GMU shall own and retain full rights to GMU Marks and all goodwill relating thereto.

e. *No Claims Against Marks.* Each party hereby represents and warrants that it shall not, at any time during or after the expiration of the Term and any Renewal Term, (i) assert any claim whatsoever in or to the other party's marks or (ii) take any action that is, or could be detrimental to the goodwill associated with the other party's marks.

f. *Approval of Use of Marks.* The design, layout, content and usage of all marketing and promotional materials that may be produced pursuant to this Agreement, including but not limited to GMU content displayed on the Private Labeled Web Page(s) shall be subject to each party's prior written approval, in each instance.

2.3 *General License Grants.* The licenses below may be supplemented by additional licenses granted to GMU by TDC dependent on the Services provided in an Order Form.

(a) *By TDC.* Subject to the terms of the Agreement and as may be supplemented in the applicable Order Form, TDC hereby grants to GMU a nonexclusive, non-transferrable license during the Term, to access and use the TDC Technology provided to GMU in such Order Form, solely for purposes of using the Service(s) and for no other purpose.

(b) *By GMU.* GMU agrees that if, in the course of performing the Service(s), it is necessary for TDC to access GMU Equipment or GMU Technology, TDC is hereby granted and shall have a nonexclusive, royalty-free license, during the Term, to access such GMU Equipment and GMU Technology as necessary for purposes of providing the Service(s) to GMU and for no other purpose.

### **3. TDC REPRESENTATIONS AND WARRANTIES.**

3.1 *General.* TDC represents and warrants that (i) it has the legal right to enter into the Agreement and perform its obligations hereunder, (ii) it currently has no restrictions that would impair its ability to perform its obligations under the Agreement; (iii) the performance of its obligations and delivery of the Services to GMU by TDC will not violate any applicable laws or regulations; and (iv) that the Services provided by TDC shall not infringe upon any patent, copyright or any other intellectual property right of any third party.

3.2 *Selection of Purchased Equipment; Manufacturer Warranty.* During the Term of the Agreement, if GMU purchases any equipment from TDC, GMU acknowledges and agrees that GMU's use and possession of the Purchased Equipment shall be subject to and controlled by the terms of any manufacturer's or supplier's warranty, as appropriate. GMU agrees to look solely to the manufacturer or, if appropriate, the supplier with respect to all mechanical, service and other claims. To the extent that TDC has rights to enforce any warranty made by a manufacturer of Purchased Equipment, such rights are hereby assigned to GMU.

3.3 *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 3, OR AS SUPPLEMENTED IN ANY ORDER FORM, GMU EXPRESSLY AGREES THAT ITS USE OF THE SERVICES SHALL BE AT ITS OWN RISK. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED HEREIN, TDC, ITS SUPPLIERS AND SUBCONTRACTORS, IF ANY, DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. TDC, ITS SUPPLIERS AND SUBCONTRACTORS, IF ANY, DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

3.4 *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* TDC does not and cannot control the flow of data to or from TDC's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt GMU's connections to the Internet (or portions thereof). TDC cannot guarantee that such events will not occur. Accordingly, TDC, its suppliers and subcontractors, if any, disclaim any and all liability resulting from or related to such events.

### **4. GMU OBLIGATIONS.**

#### **4.1 Warranties of GMU.**

(a) *General.* GMU represents and warrants that: (i) it has the power and authority to enter into and perform its obligations under the Agreement; (ii) it currently has no restrictions that would impair its ability to perform its obligations under the Agreement; (iii) that the performance of its obligations and use of the Services (by GMU, its clients and/or Users) will not violate any applicable laws, regulations, or TDC's operating procedures, or unreasonably interfere with other TDC customer's use of TDC's services; and (iv) it will comply with the terms and conditions of all licenses for software included in any Order Form and/or provided by a third party with any Purchased Equipment.

(b) *Breach of Warranties.* In the event of any breach of any of the foregoing warranties or other representations of GMU set forth in the Agreement, in addition to any other remedies available at law or in equity, TDC will have the right to immediately suspend any related Services. TDC will, if practicable depending on the nature of the breach, and without in any way limiting any other rights and remedies it has in law or in equity, provide notice and opportunity to cure. Once the breach is cured, TDC will promptly restore the Service(s).

4.2 *Compliance with Laws and Rules and Regulations.* GMU agrees that it will use the Services only for lawful purposes and in accordance with the Agreement. GMU will at all times comply with all applicable laws and regulations and TDC operating procedures. GMU acknowledges that TDC exercises no control whatsoever over the content of the information passing through GMU's site(s) or shared or processed on equipment under the control of TDC on behalf of GMU, and that it is the sole responsibility of GMU to ensure that the information it and its users transmit and receive complies with all applicable laws and regulations.

4.3 *Restrictions on Use of Services.* GMU shall not resell any Services to any third parties without the prior written consent of TDC (which may be withheld in its sole discretion). GMU agrees that, to the extent TDC has authorized GMU to use the Services to provide services to GMU's clients or Users, GMU will disclaim in writing any liability whatsoever by TDC, its suppliers or subcontractors to GMU's clients or Users.

#### **4.4 Purchased Equipment.**

(a) *Risk of Loss; Shipping and Handling.* All Purchased Equipment is provided FOB equipment manufacturer or supplier facility, as applicable. Risk of loss passes to GMU upon acceptance by GMU of the Purchased Equipment into the custody of GMU, if there are subsequent carriers, to the first carrier, for transportation to the named place of destination. GMU is solely responsible for all expenses incurred in connection with the delivery of any Purchased Equipment. The Purchased Equipment will be deemed accepted by GMU upon receipt and inspection.

(b) *Title.* GMU shall acquire title to the Purchased Equipment upon full payment of the purchase price(s) set forth in the applicable Order Form. Notwithstanding the foregoing, TDC and any licensor of rights, as applicable, shall retain title to and rights in the intellectual property, software (whether or not subject to patent or copyright) and content contained in the Purchased Equipment.

4.5 *TDC Equipment.* TDC hereby leases to GMU any and all TDC Equipment named and identified in the applicable Order Form(s) for use at such location and at such rental rate for approximately such time as is therein stated on such Order Form(s). Unless otherwise set forth in an Order Form, GMU hereby acknowledges and agrees that GMU shall be responsible for (and shall pay or reimburse TDC as applicable) all freight charges for the transportation of TDC Equipment to and from GMU and that, as between TDC and GMU. In addition, GMU agrees to return all TDC Equipment in the same or reasonably sufficient packaging as such equipment was packaged and delivered to it.

George Mason University  
RFP GMU-1846-23 – Ticketing System for Center for the Arts and HPAC  
Tickets.com, LLC  
Negotiation Memorandum

The evaluation committee has completed the evaluation and scoring of all proposals received for RFP GMU-1846-23 and has identified your firm as one of the finalists. We are prepared to move to negotiations. Below is a list of items that Mason wishes to negotiate and or receive additional clarification from your firm. Please see below and respond to the points below at your earliest convenience but no later than March 7, 2024:

These Negotiations will be incorporated as part of any resulting standard contract between GMU and the Offeror:

1. End User/Committee Questions & Requests for Tickets.com. Please provide detailed answers and additional documentation if necessary, in order to thoroughly answer the questions below:

- i. Please confirm the deliverable timeline for delivery of single sign-on (via Shibboleth) for Mason students using their Mason credentials to obtain free student tickets online.

Tickets.com currently supports OKTA single sign-on Authentication flows. Additionally, Tickets.com is in active dialog with the Incommon Federation to integrate a single sign-on Authentication flow utilizing a SAML based Shibboleth integration. Tickets.com expects to deliver this functionality on or before Q4 2024.

- ii. We are requesting that Tickets.com agree, as part of any resultant contract, that upon termination of the contract Tickets.com will provide all customer data in a standard format within a reasonable timeframe.

GMU owns and has access to all data stored in ProVenue for the duration of the contract. There are over 100 reports and exports that GMU can run at any time to extract data in standard .csv text format. Some of the key exports are listed here which would likely meet a majority of patron and ticketing data needs:

- Patron Account List Export
- Patron Contact List Export
- Ticket List Export
- Transaction Detail Export

Tickets.com can recommend specific reports/exports if needed.

- iii. We are requesting that Tickets.com provide P2PE devices to replace current Magtek 21040108 credit card swipe devices, as discussed, and as required by ASRB.

Tickets.com is currently integrated with Adyen in our international business line and anticipates extending the agreement with Adyen to offer an additional credit card processing solution domestically in 2024. Adyen processing will also feature fully EMV compliant P2PE devices. This will require George Mason University to agree to

specific terms including credit card processing rates and the purchase of hardware devices as needed.

- iv. Tickets.com has confirmed that they can provide a SOC 2 Type II or another comparable third-party audit for their firm. As part of our Architectural Standards Review Board (ASRB) Process the ASRB will ask Tickets.com to provide this information and may also request any third (3<sup>rd</sup>) party provider's SOC 2 Type II or 3<sup>rd</sup> party audit information as well. If GMU must sign any agreements/NDA's/or follow any special process to obtain this information (either for Tickets.com or any 3<sup>rd</sup> party vendor) please state what that process would be below.

Tickets.com confirms that we will continue to provide SOC 2 Type II or another comparable audit upon request.

## 2. Pricing:

At this time, we request that you re-visit your pricing and apply any available discounts or pricing breaks. Please address specific pricing requests below:

- a. Mason is willing to enter into a two (2) year base contract for this solution with three (3) optional, one (1) year renewal options. This could potentially result in a five (5) year contract arrangement with Tickets.com if all renewals are executed. We would appreciate it if you could take that into consideration, as well as the likely opportunity for scope growth in the future, when considering your discounts and increase those discounts accordingly.
- b. An incentive to being awarded a contract with George Mason University is that it will be a cooperative contract vehicle through VASCUPP, Virginia Association of State College & University Purchasing Professionals, which can and likely will be used by other Commonwealth of Virginia Universities and state agencies. It will also be open and available to agencies outside of the Commonwealth of Virginia as this RFP will result in a cooperative, competitively solicited contract. Please note that you do not have to resubmit your entire proposal if you are only adjusting your pricing. We only need to see the pricing adjusted unless other aspects of your offer are impacted.

Tickets.com agrees with a two (2) year base contract with three optional one (1) year renewal terms.

Agreement addition: Tickets.com will continue to provide up to 200,000 pieces of generic ticket stock to George Mason University annually.

All other previously offered terms remain the same.

## 3. GMU Standard Contract GMU-1846-23 Terms and Conditions:

As part of Request for Proposal RFP GMU-1846-23 Mason provided a Sample Contract (Attachment B) and a Data Security Addendum (Attachment C). It is the intent of this solicitation to base the final contractual documents off of Mason's standard two-party contract, Mason's General Terms and Conditions, and Mason's Data Security Addendum (DSA). We would like to inquire if Tickets.com will negotiate the redlined items and will Tickets.com require Mason to incorporate any of your firm's documents or terms and conditions into the final contract if award is made to your firm?

Other documents may be incorporated into the final contract, either by way of attachment or by

reference, but in all cases this contract document and Mason's Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of this contract. If Tickets.com requires any other documentation or language to appear in the final contract please provide those documents to me for my review. If there is any other language in any of the Mason documents mentioned above that Tickets.com takes issue with, please supply those redlines and questions to my attention as soon as possible.

Note: As an entity of the Commonwealth of Virginia (a government agency) - Mason cannot agree to the following:

- An express or implied waiver of sovereign immunity.
- An agreement to indemnify, defend or hold harmless any entity.
- An agreement to maintain insurance.
- An agreement providing for binding arbitration.
- An agreement providing for the payment of attorneys' fees, costs of collection, or liquidated damages.
- Waiver of jury trial.
- Choice of law or venue other than the Commonwealth of Virginia.
- Untimely delay or failure to reach an acceptable agreement/contract may result in Mason being unable to move your firm to the next phase in the RFP process.

Tickets.com understands GMU's Standard Contract GMU-1846-23 Terms and Conditions, which shall take precedence over all other documents and will govern the terms and conditions of this contract. TDC would like to review the final agreement prior to execution and incorporate the attached Tickets.com Ticketing System Terms and Conditions, which are substantially similar to the existing agreement between GMU and Tickets.com.

4. Architectural Standards Review Board (ASRB): We would like to reiterate that, after negotiations have concluded but prior to contract award, Tickets.com will be required to submit their system/solution to Mason's ASRB for review/approval. The ASRB will review your system for security, accessibility (508 compliance), ease/ability to integrate with existing systems, etc. The Offeror must agree to submit their product/system/software to ASRB and submit any requested information to assist in the review process. ASRB approval is required prior to contract award or funding being released to procure the system/product.

The contractor should be prepared to submit any of the following items including but not limited to;

- Data Dictionary identifying the data elements available for use in the product,
- Data integration documentation,

- Architecture diagrams,
- Security documentation (SOC 2 Type II (or another comparable third-party audit),
- VPAT, and a useable software demo or “sandbox” for accessibility testing,
- And any single sign-on documentation.
- Additional documentation or items may be requested as needed during the review process.
- The contractor may be asked to answer ASRB questions verbally or in writing

It is imperative that the Contractor comply with these requests in a timely fashion as any delay will result in a delay of contract award. Failure to provide documentation or extended delay may result in negotiations concluding, your offer being rejected or an award being rescinded.

Please advise if Tickets.com understands this requirement and will comply with this review.

Tickets.com understands this requirement and will comply with this review to the best of our ability.



Purchasing Department  
 4400 University Drive, Mailstop 3C5  
 Fairfax, VA 22030  
 Voice: 703.993.2580 | Fax: 703.993.2589  
<http://fiscal.gmu.edu/purchasing/>



**REQUEST FOR PROPOSALS  
 GMU-1846-23**

**ISSUE DATE:** November 21, 2022

**TITLE:** Ticketing System for the Center of Fine Arts & Hylton Performing Arts Center

**PRIMARY PROCUREMENT OFFICER:** Grace Lymas, Assistant Director, [glymas@gmu.edu](mailto:glymas@gmu.edu)  
**SECONDARY PROCUREMENT OFFICER:** James F. Russell, Director, [jrussell@gmu.edu](mailto:jrussell@gmu.edu)

**QUESTIONS/INQUIRIES:** E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM Eastern Time (ET) on November 30, 2022. **All questions must be submitted in writing.** Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM ET on December 7, 2022. Note: Questions must be submitted in WORD format. Also see section III. COMMUNICATION, herein.

**PROPOSAL DUE DATE AND TIME:** January 4, 2023 @ 2:00 PM ET. SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

**In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.**

Name and Address of Firm:

Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_

DBA: \_\_\_\_\_

Address: \_\_\_\_\_

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

Signature

FEI/FIN No. \_\_\_\_\_

Name: \_\_\_\_\_

Fax No. \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone No. \_\_\_\_\_

SWaM Certified: Yes: \_\_\_\_\_ No: \_\_\_\_\_ (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number: \_\_\_\_\_

This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules, § 36* or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

**TABLE OF CONTENTS**  
**GMU-1846-23**

| <b><u>SECTION</u></b> | <b><u>DESCRIPTION</u></b>                          | <b><u>PAGE</u></b> |
|-----------------------|----------------------------------------------------|--------------------|
| <b>I.</b>             | PURPOSE                                            | 3                  |
| <b>II.</b>            | PURCHASING MANUAL/GOVERNING RULES                  | 3                  |
| <b>III.</b>           | COMMUNICATION                                      | 3                  |
| <b>IV.</b>            | FINAL CONTRACT                                     | 3                  |
| <b>V.</b>             | ADDITIONAL USERS                                   | 3                  |
| <b>VI.</b>            | eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION     | 3                  |
| <b>VII.</b>           | SWaM CERTIFICATION                                 | 4                  |
| <b>VIII.</b>          | SMALL BUSINESS SUBCONTRACTING PLAN                 | 4                  |
| <b>IX.</b>            | PERIOD OF PERFORMANCE                              | 4                  |
| <b>X.</b>             | BACKGROUND                                         | 4                  |
| <b>XI.</b>            | STATEMENT OF NEEDS                                 | 5                  |
| <b>XII.</b>           | COST OF SERVICES                                   | 10                 |
| <b>XIII.</b>          | PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS   | 10                 |
| <b>XIV.</b>           | INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD   | 12                 |
| <b>XV.</b>            | CONTRACT ADMINISTRATION                            | 13                 |
| <b>XVI.</b>           | PAYMENT TERMS/METHOD OF PAYMENT                    | 13                 |
| <b>XVII.</b>          | SOLICITATION TERMS AND CONDITIONS                  | 14                 |
| <b>XVIII.</b>         | RFP SCHEDULE                                       | 14                 |
| <b>XIX.</b>           | ARCHITECTURAL STANDARDS REVIEW BOARD               | 15                 |
| <b>ATTACHMENT A</b>   | SMALL BUSINESS SUBCONTRACTING PLAN                 | 16                 |
| <b>ATTACHMENT B</b>   | SAMPLE CONTRACT                                    | 18                 |
| <b>APPENDIX A</b>     | SUBSCRIPTION REQUIREMENTS                          | 29                 |
| <b>APPENDIX B</b>     | MASON SYSTEMS FUNCTIONAL REQUIREMENTS AND SECURITY | 30                 |
| <b>APPENDIX C</b>     | DATA SECURITY ADDENDUM                             | 32                 |

- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified sources to establish a contract through for the delivery and management of a Ticketing Systems for George Mason University’s Center for Fine Arts (CFA), located on the Fairfax Campus, and Hylton Performing Arts Center (HPAC), located at the Science and Technology Campus in Prince William County. George Mason University (herein after referred to as “Mason,” or “University”) is an educational institution and agency of the Commonwealth of Virginia.
- II. **PURCHASING MANUAL/GOVERNING RULES:** This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's*, and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>
- III. **COMMUNICATION:** Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of Mason.
- IV. **FINAL CONTRACT:** ATTACHMENT B to this solicitation is Mason’s standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason’s standard two-party contract and Mason’s General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason’s General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.

As a public institution of higher education in Virginia Mason cannot agree to any of the following terms in any documents:

- A. An express or implied waiver of sovereign immunity.
- B. An agreement to indemnify, defend or hold harmless any entity.
- C. An agreement to maintain insurance.
- D. An agreement providing for binding arbitration.
- E. An agreement providing for the payment of attorneys' fees, costs of collection, or liquidated damages.
- F. Waiver of jury trial.
- G. Choice of law or venue other than the Commonwealth of Virginia.

Contracts will only be issued to the FEI/FIN Number and Firm listed on the signed cover page submitted in your RFP response. Joint proposals will not be accepted.

- V. **ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the contractor.

The University may require the Contractor provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of the resulting contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- VI. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>

**VII. SWaM CERTIFICATION:** Vendor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. Vendors currently SWaM certified agree to maintain their certification for the duration of the contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration. <https://www.sbsd.virginia.gov/>

**VIII. SMALL BUSINESS SUBCONTRACTING PLAN:** All potential offerors are required to fill out and submit Attachments A with their proposal.

Note: Invoices shall only be submitted to Mason by the entity awarded a contract. Subcontractors cannot submit invoices to Mason under any resulting contract.

**IX. PERIOD OF PERFORMANCE:** Three (3) years from Effective Date of contract with two (2) one (1) year renewal options.

**X. BACKGROUND:** George Mason University's short history is one of an enterprising and innovative pioneer, creating a major teaching and research university from a small, one-room schoolhouse in just 50 years. George Mason University is recognized as an innovative, entrepreneurial institution with global distinction in a range of academic fields. With strong undergraduate and graduate degree programs in engineering and information technology, dance, organizational psychology and health care, Mason students are routinely recognized with national and international scholarships. Enrollment is more than 38,000, with students studying in 198 degree programs at the undergraduate, masters, doctoral, and professional levels. Additionally, Mason has more than 200,000 living alumni with 60% residing in the Washington Metropolitan Area.

Mason has campuses in Fairfax, Arlington, and Prince William counties. In addition to these three campuses, George Mason University operates a site in Woodbridge, VA and has partnered with the Smithsonian Institution to create the Smithsonian-University School of Conservation in Front Royal, Virginia. Approximately 6,000 employees are distributed at these locations. Mason also offers programs online and at the Center for Innovative Technology in Herndon. Each location has a distinctive academic focus that plays a critical role in the economy of its region.

George Mason University's Center for the Arts and the Hylton Performing Arts Center were founded to present quality arts programs to the students of George Mason University and to the surrounding external communities. Performances in music, dance, and theater, and exhibitions in visual arts are complemented by related educational programs geared to stimulate significant development in the intellectual perspective, social value and creative curiosity of the University's students, faculty, staff and community audiences. In addition, the Center for the Arts and Hylton Performing Arts Center venues are homes for several rental clients and resident arts partners.

The Center for the Arts currently oversees five venues on the Fairfax campus, and sometimes handles College of Visual and Performing Arts events off campus. The Concert Hall, a 1947 seat venue with continental seating (no center aisles) that offers both reserved and general admission seating and currently has 16 different seating configurations (price scaling). Harris Theatre, a 469 seat venue that offers reserved and general admission (GA) seating, and currently has 5 different seating configurations (price scaling). TheaterSpace, a black box venue that can hold up to 200 seats, depending on the configuration (the configuration is changed each school year: thrust, proscenium, in the round, etc.), both reserved and GA seating. The Dance Studio, which seats up to 100 with GA seating. The Johnson Center Cinema, a 294 seat venue with reserved and GA seating.

The Hylton Performing Arts Center currently oversees four venues. Merchant Hall, an 1123 seat horseshoe shaped venue with both reserved and GA seating, and currently has 9 different seating configurations (price scaling). The Gregory Family Theater, a black box venue that can hold up to 300 seats, depending on the configuration, both reserved and GA seating. The Jacquemin Family Foundation Rehearsal Hall space holds up to 150 seats, depending on the configuration, reserved and GA seating will be offered. The Ballard Postma Studio space holds 100 with GA seating only.

Currently, the Center for the Arts and the Hylton Performing Arts Center utilize Tickets.com for approximately 480 events annually and together process a volume of approximately 180,000 tickets per year.

**XI. STATEMENT OF NEEDS:** Contractor shall furnish all necessary labor, software, equipment, resources and materials to fulfill all the requirements stated in this RFP.

A. **GENERAL REQUIREMENTS:** All services must interface with Mason’s internal network (behind a separate fire wall) but an independent backup system of access must be available in case Mason’s internal network is inoperable. The minimum requirements shall include, but are not limited to, the following:

**1. TICKETING**

Provide ticketing software that meets industry standards including the ability to process tickets for subscription, single, group, and accessible ticket sales for events in multiple locations and venues over multiple sales channels. Software must include functions for CRM, marketing, fundraising, membership, Access Control, fiscal reporting, data management and analysis. System should also be able to separate the sales between the Center for the Arts, the Hylton Performing Arts Center, and the College of Visual and Performing Arts for example as different sales channels for accounting purposes. Describe how the software performs these functions, and explain and comment upon the following sections:

**A. Software**

- Any limitations on the number of users who can access the system at the same time, and the ability to set permissions by user type.
- The ability of the system to be accessed remotely (must be described in detail).
- Provide separate sales channels for venues—CFA, Hylton, CVPA/shared--and for online sales. Sales channels must be able to be reported on separately for Finance needs. Patron access should be shared across all channels, e.g. unified online logins across channels, accounts can be accessed by both organizations.
- Provide software upgrades. Describe the frequency of upgrades and provide specific examples of vendor’s response to client requested changes or improvements to the software and any associated costs.

**B. Hardware**

- Provide all necessary system hardware and maintenance, as well as data integrity. Equipment should include workstations, ticket printers, ticket stock, P2PE credit card payment processors, Access Control equipment, and all necessary hardware to interface system with the University’s LAN.
- Provide hardware maintenance (and/or replacements). Describe the frequency of upgrades and provide specific examples of vendor’s response to client requested changes or improvements to the software and any associated costs.
- INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at George Mason University. The university wants to ensure that computer/network hardware and software does not compromise the security of IT environment. You agree to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason University.
- If there is a cost associated with acquiring this equipment, vendor will provide pricing and/or specifications so that client may purchase through the university. List any policies for equipment replacement. The following equipment is required:

**a. Center for the Arts:**

- 11 Point of sale (POS) stations. POS stations should consist of CPU, monitor, keyboard, mouse, P2PE credit card swipe/EMV chip reader, all adapters, cables, and connections. 2 POS station should have mobile capabilities.
- 8 ticket printers
- ticket stock
- 1 gate access server and 2 wifi receivers/directional antennae

- 12 handheld ticket scanners and chargers with 3 back up batteries
- 5 pedestal scanners
- 10 over-ride cards, if applicable (Or other ability to override Access Control system)

**b. Hylton Center:**

- 8 Point of sale (POS) stations POS stations should consist of CPU, monitor, keyboard, mouse, P2PE credit card swipe/EMV chip reader, all adapters, cables, and connections. 1 POS station should have mobile capabilities.
- 6 ticket printers
- 1 gate access server and 2 wifi receivers/directional antennae
- 8 handheld ticket scanners with 2 back up batteries
- 3 pedestal scanners
- 10 over-ride cards, if applicable (Or other ability to override Access Control system)

**c. Harris Theater:**

- 2 POS stations with individual ticket printers
- 1 gate access server and 2 wifi receivers/directional antennae
- 5 ticket scanners and chargers with 3 back up batteries
- 10 over-ride cards, if applicable (Or other ability to override Access Control system)

**d. Theaterspace:**

- 2 POS stations with individual ticket printers

**e. Remote Access:**

- Describe whether or not system can be accessed remotely, and indicate manner of connectivity and any restrictions/limitations.

**C. Ticket Sales**

- Provide Single Ticket sales with the ability to:
  - Select seats by buyer type and have multiple buyer types in the same order;
  - Exchange tickets easily;
  - Donate tickets;
  - Sell tickets using dummy/internal payment types and different types of account credits;
  - Have quick or anonymous sales, and the ability to turn off that function when not needed;
  - Assign events to seasons, event runs or event groups;
  - Print and reprint receipts;
  - Print, reprint, and un-print tickets;
  - Print the house and batch print;
  - Upsell;
  - Provide dynamic pricing;
  - Set event information/documentation for ticket sellers;
  - Set seat specific definitions/restrictions on purchasing (visible to both users and customers.);
  - To edit ticket text and ticket text layout across all ticket formats.
- Describe self-service capabilities of system to allow customer to manage their tickets online – ticket exchanges, ticket donations, creation of account credit, ability to purchase additional tickets, update contact information.
- Description of all available delivery methods for all sales channels (CFA, HPAC, CVPA, Phone, Internet, outlets/third parties, etc.).
- Provide subscription sales as describe:

- The system capabilities to handle fixed and “select your own” series (see Appendix A for description of client’s subscriptions);
  - Policy of the vendor on exchanges for subscriber;
  - Policy of allowing subscribers to purchase additional ticket from venue ticket office;
  - Ability to set package access through all sales channels;
  - Ability to sell cross-venue subscriptions (between CFA and HPAC);
- Self-service capabilities of system to allow subscribers to manage their subscriptions online – ticket exchanges, ticket donations, creation of account credit, ability to purchase additional tickets, update contact information .
- Provide Internet sales operations including white label branding of sales to the venue, rather than to the vendor. We must be able to include venue-specific branding. Describe the level of customization available and flexibility. Describe in detail each of the following:
  - Interface between vendor and client’s sites for event information and sales flow;
  - Internet interaction between internet site and customer;
  - The level of transparency to the customer concerning prices, fees, and number of available tickets, all-in pricing. Include how vendor will comply with the BOSS Act, if passed by Congress;
  - The number of “clicks” from the venue’s event page to the purchase confirmation screen;
  - The ability to manage a shopping cart with tickets from multiple events, donations, and merchandise;
  - The availability to provide detailed event information and venue information and indicate the opportunity for the purchaser to access a view of the stage from the selected seating location;
  - Ability to provide secure discounts through use of coupon codes, traits, membership, etc.;
  - State whether a customer can select specific seats (for single, subscription, group, and accessible seats) or if seats can be sold as “best available”. Describe how seats can be sold from specific hold codes;
  - List delivery methods available for venue to set and for patrons to select.
  - Describe the sales flow for purchase of accessible seats online;
  - The ability to provide subscription sales online, as outlined in subscription requirements below and in **Appendix A**.
- Cart options: suggestions for other tickets before checkout; email reminder for abandoned carts
- Website calendaring integrations or other website integrations for 25Live, Drupal or Wordpress.
- Provide free student tickets:
  - Describe any ability for eligible Mason students to obtain free tickets online without any service fees. Describe how system can integrate with Shibboleth, CAS authentication, or CampusGroups as a means of verifying students’ eligibility.
  - If in-bound phone/IVR sales are provided by vendor, please provide details on how a client may opt out.
  - Does vendor offer ticket insurance to customers, or have a partnership with a ticket insurance vendor?

**D. Ticket Services**

- Describe timeline for the conversion of approximately 200,000 customer accounts from existing ticketing system and an Access database. Conversion must include address, phone numbers, email, notes, traits/flags and 10 years of event history. (Describe transition process at end of contract)

- Describe the ability to convert/import event and sales data in addition to patron data.
- Describe patron account and sales history order.
- Describe the ability to search for ticket orders using any of the following criteria: patron name, email, phone number, account number, order information, transaction information, credit card number, seat information, ticket barcode, etc.
- Describe procedures for the identification and merging of duplicate accounts. (Post conversion)

**E. Ticket Operations**

- Provide a description of venue creation (both physical and digital), including seat maps (there are currently 24 venues, each with a variety of configurations (reserved seating, general admission, non-inventoried seating) with multiple price scales. Additional venues to be added.
- Describe event creation, buyer type creation, use of holds, and event manager processes, and what, if any, support is provided by the vendor. Describe any limitations on configurations or seat maps. If Flash was used to display seat maps or other features within ticketing software, what did vendor select to replace it?
- Describe the ability to set package and event level access for all sales channels.
- Describe the ability to create non-inventoried, membership/loyalty, and registration events.
- Describe ability to upload events to the web site both individually and in bulk and indicate upload time and any restrictions.
- Describe the ability to process different payment methods through different sales channels with regard to PCI DSS compliance:
  - In person with a P2PE solution
  - Over the phone with a PCI compliant phone solution (ticket sellers must be able to accept credit card information over the phone).
  - An online payment gateway for internet sales
- Describe the ability for mobile ticketing, in terms of point-of-sale for venue and for. What are the security procedures in place/how is it compliant with PCI-DSS regulations?
- Describe the ability to set up a sales taxable item that would differentiate between product amount and sales tax amount.
- Describe any limitations on the number of entities (e.g. venues, maps, buyer types, discounts, coupons, etc.) that can be created.
- Describe the ability to create custom payment plans and/or accept deposits for patron orders.

**2. ACCESS CONTROL**

- Provide description of access control
- Describe Access Control capabilities, including the ability to scan tickets remotely (away from wifi receivers) and have the ticket counts uploaded once scanners are back in range of receivers.
- Describe the ability to scan on mobile devices.
- Describe the ability to upload barcode/QR codes from other systems such as CampusGroups OR the ability to scan barcodes/QR codes from multiple sources on the same devices.
- Describe any ability to validate group tickets with a single scan.
- Describe capabilities for real time monitoring and post event reporting .

### 3. **REPORTING**

Provide an overview of the reporting functions of the software with listings of standard reports as well as possibilities to create custom/ad hoc reports and dashboards.

- Describe sales reports.
  - Describe procedures for exporting data (e.g. mailing lists) while using a protected network in regard to data security
  - Describe the available file types for data exports
  - Describe creation of reports with variable exclusion and inclusion functions.
  - Describe creation of reports of accumulated marketing information.
  - Describe any ability to schedule reports and email them.
  - Describe and ability to export data from non-ticket office location
- 
- Describe any ability for automated weekly ticket sales reports, including all revenue, that match the amount of the weekly remittance (assuming it is done weekly), and the ability to account for payment plans within the revenue structure.
  - Describe in detail how the software handles daily, weekly, monthly and individual seller reconciliation reports, event settlement procedures (with number of ticket sales per event, dollar value of ticket sales per events, and service charges per event) and troubleshooting capabilities; including the ability to separate sales for each venue/sales channel for accounting purposes.

### 4. **SUPPORT**

Provide thorough start-up and ongoing training support.

- Describe details of the initial training program including expected total training time for different levels of users.
- Provide box office consultation and training, as may be required. Describe amount of notification required.
- Provide hardware and software support services.
  - Describe standard hours of operations for support.
  - Describe procedures for emergency support with contact lists.
  - Describe average response time for routine as well as emergency support services.
  - Description of the response time by vendor for support or additional services.
  - Description of what processes require client support vs can be handled in house

### 5. **ADDITIONAL FUNCTIONS**

Provide description of the following and any other value-added services:

#### A. **Marketing**

- Digital marketing capabilities, such any available interfaces with social media integration (FB, Instagram, YouTube priorities), digital campaigns, and pixel tracking. Describe any integrated email capabilities.
- The ability of integrated email, preferably with EMMA or Constant Contact, to send post-transaction confirmations for all sales channels. Describe automated email capabilities including real-time audience list updating for automated emails
- Ability to track advertising and conversions using Google Tag Manager; Describe any capabilities and/or constraints for this. For example, can this be placed for individual performances, series, venues?

- Google Analytics integration
- CRM – some database/customer management capability. Describe ability for non-ticketing staff to access and customize data.
- Customization for purchase path communications such as the white-label ticket site and confirmation emails. Customization must include venue-specific branding. Describe the level of customization available and flexibility
- Data history retention
- Ability to easily identify 1<sup>st</sup> time purchasers, specific to each venue (CFA and Hylton)
- Any promotional opportunities that could be provided for Mason

**B. Development**

- Discuss the ability for ticketing system to connect/communicate with **Affinaquest, powered by Salesforce.**
- Ability to transfer data between ticketing system and Salesforce database, and to customize fields for a report so it could match whatever we're comparing it to.
- Ability for development staff to view comprehensive patron information: ticketing history, seat locations, full contact information, etc.
- Ability of staff to pull reports by patron or event

**C. Finance**

- Any ability to interface with Ellucian Banner to deposit the ticket sales directly into an assigned GMU account number.

**D. Digital Content/Streaming**

- Does vendor have a native streaming platform, API with any streaming platforms, or any other integration or relationship with streaming platforms in order to have a paywall for streamed programming by venue?

**XII. COST OF SERVICES:** Please provide a price schedule that includes all costs associated with the goods and services proposed described in Section XIII.B.5 below.

**XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

**A. GENERAL REQUIREMENTS:**

1. RFP Response: In order to be considered, Offerors must submit a complete response to Mason's Purchasing Office prior to the due date and time stated in this RFP. Offerors are required to submit one (1) signed copy of the entire proposal including all attachments and proprietary information. If the proposal contains proprietary information, then submit two (2) proposals must be submitted; one (1) with proprietary information included and one (1) with proprietary information removed (see also Item 2d below for further details). The Offeror shall make no other distribution of the proposals.

At the conclusion of the RFP process proposals with proprietary information removed (redacted versions) shall be provided to requestors in accordance with Virginia's Freedom of Information Act. Offerors will not be notified of the release of this information.

**ELECTRONIC PROPOSAL SUBMISSION: Mason will only be accepting electronic proposal submissions for all current Request For Proposals and Invitation For Bids.**

**The following shall apply:**

- a. You must submit your bid/proposal, and it must be received prior to the submission deadline, at both the primary and secondary procurement officer's email address as specified in the Bid/RFP.
- b. The subject line of your email submission should read, "**RFP GMU-1846-23**" If you are sending multiple emails, please state so in the subject line with the wording, "This is email # \_ of \_ total".
- c. The Offeror must ensure the proposals are delivered to the procurement officers' email inboxes, sufficiently in advance of the proposal deadline. **Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through any filters or email traffic. Mason recommends you submit your proposal the day prior to the due date.**
- d. If your proposal contains proprietary information you must submit two proposals; one full proposal and one with proprietary information redacted (See 2d below).
- e. While you may send your proposal in multiple emails, each email itself may only have one PDF attachment containing all supplemental information and attachments.
- f. Each email may not be larger than 20MB.
- g. All solicitation schedules are subject to change.
- h. Go to Mason's Purchasing website for all updates and schedule changes. <https://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>

2. Proposal Presentation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being scored low.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.

A WORD version of this RFP will be provided upon request.

- d. Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be

protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate attachment of the proposal with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

**IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential. If after given a reasonable time, the Offeror refuses to withdraw the aforementioned designation, the proposal will be rejected.**

3. Oral Presentation: Offerors who submit a proposal in response to this RFP **may be** required to give an oral presentation/demonstration of their proposal/product to Mason. This will provide an opportunity for the Offeror to clarify or elaborate on their proposal. Performance during oral presentations may affect the final award decision. If required, oral presentations will be scheduled at the appropriate time.

Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the Offeror's staff can be evaluated prior to making selection. Oral presentations are an option of Mason and may or may not be conducted; therefore, it is imperative all proposals should be complete.

- B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and detailed as possible to allow Mason to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors should submit the following items as a complete proposal.

1. Procedural information:
  - a. Return signed cover page and all addenda, if any, signed and completed as required.
  - b. Return Attachment A - Small Business Subcontracting Plan.
  - c. State your payment preference in your proposal response. (See section XVI.)
2. Executive Summary: Offerors must submit an executive summary at the beginning of the proposal response not to exceed 2 pages.
3. Qualifications and Experience: Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:
  - a. Background and brief history of your company.
  - b. Names, qualifications and experience of personnel to be assigned to work with Mason.
  - c. No fewer than three (3) references that demonstrate the Offeror's qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.
4. Specific Plan (Methodology): Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:
  - a. Your approach to providing the services described herein.
  - b. What, when and how services will be performed.
5. Proposed Pricing: Provide a price schedule for all services described herein.
6. In your proposal response please address the following:
  - a. Are you and/or your subcontractor currently involved in litigation with any party?
  - b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
  - c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
  - d. In the past ten (10) years has your firm's name changed? If so please provide a reason for the

change.

**XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:**

A. INITIAL EVALUATION CRITERIA: Proposals shall be initially evaluated and ranked using the following criteria:

|    | <u>Description of Criteria</u>                                                                                                | <u>Maximum Point Value</u> |
|----|-------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| 1. | Quality of products/services offered and suitability for the intended purpose                                                 | 25                         |
| 2. | Qualifications and experiences of offeror in providing the goods/services, including references                               | 25                         |
| 3. | Specific plans or methodology to be used to provide the services                                                              | 20                         |
| 4. | Price Offered                                                                                                                 | 20                         |
| 5. | Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time. | 10                         |
|    | Total Points Available:                                                                                                       | <hr/> 100                  |

B. AWARD: **Following the initial scoring by the evaluation committee**, at least two or more top ranked offerors may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. ***If oral presentations are conducted Mason will then determine, in its sole discretion, which offerors will advance to the negotiations phase.*** Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Mason shall select the offeror which, in its sole discretion has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should Mason determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Governing Rules §49.D.*).

**XV. CONTRACT ADMINISTRATION:** Upon award of the contract, Mason shall designate, in writing, the name of the Contract Administrator who shall work with the contractor in formulating mutually acceptable plans and standards for the operations of this service. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, or their designee(s) however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope of the work or change the basis for compensation to the contractor.

**XVI. PAYMENT TERMS / METHOD OF PAYMENT:**

*PLEASE NOTE: THE VENDOR MUST REFERENCE THE PURCHASE ORDER NUMBER ON ALL INVOICES SUBMITTED FOR PAYMENT.*

Option #1- Payment to be mailed in 10 days-Mason will make payment to the vendor under 2%/10 Net 30 payment terms. Invoices should be submitted via email to the designated Accounts Payable email address which is [acctpay@gmu.edu](mailto:acctpay@gmu.edu).

The 10-day payment period begins the first business day after receipt of proper invoice or receipt of goods, whichever occurs last. [A paper check will be mailed on or before the 10<sup>th</sup> day.](#)

Option #2- To be paid in 20 days. The vendor may opt to be paid through our Virtual Payables credit card program. The vendor shall submit an invoice and will be paid via credit card on the 20<sup>th</sup> day from receipt of a valid invoice. The vendor will incur standard credit card interchange fees through their processor. All invoices should be sent to:

George Mason University  
Accounts Payable Department  
4400 University Drive, Mailstop 3C1  
Fairfax, VA 22030  
Voice: 703.993.2580 | Fax: 703.993.2589  
e-mail: [AcctPay@gmu.edu](mailto:AcctPay@gmu.edu)

Option#3- Net 30 Payment Terms. Vendor will enroll in Paymode-X where all payments will be made electronically to the vendor's bank account. For additional information or to sign up for electronic payments, go to <http://www.paymode.com/gmu>. There is no charge to the vendor for enrolling in this service.

**Please state your payment preference in your proposal response.**

**XVII. SOLICITATION TERMS AND CONDITIONS:**

- A. GENERAL TERMS AND CONDITIONS – GEORGE MASON UNIVERSITY:  
<http://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>
- B. SPECIAL TERMS AND CONDITIONS (Also see ATTACHMENT B – SAMPLE CONTRACT which contains terms and conditions that will govern any resulting award).
1. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s).
  2. COMPLIANCE WITH LAW: (If Applicable): All goods and services provided to George Mason University shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
  3. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that he/she has fully complied with the Virginia Conflict of Interest Act; furthermore certifying that he/she is not currently an employee of the Commonwealth of Virginia.
  4. OBLIGATION OF OFFEROR: It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that is not understood. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the Offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from this contract because of any misunderstanding or lack of information.
  5. RFP DEBRIEFING: In accordance with §49 of the *Governing Rules* Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request we will provide a scoring/ranking summary and the award justification memo from the evaluation committee. Formal debriefings are generally not offered.

**XVIII. RFP SCHEDULE (Subject to Change):**

- Issue in eVA: 11/21/2022
- Vendors submit questions by: 11/30/22 by 4:00 PM ET
- Post Question Responses: 12/7/22 by 5:00 PM ET
- Proposals Due: 01/4/23 @ 2:00 PM ET
- Proposals to Committee: 01/11/23
- Review and Score Proposals: 01/12/23 – 01/31/23

- Scores to Purchasing: 02/02/23
- Oral presentations (if necessary): 02/07/23 – 02/21/23
- Negotiations/BAFO: Start week of 02/27/23
- ASRB Review 4-8 weeks
- Award: TBD
- Contract Start Date: TBD

**XIX. ARCHITECTURAL STANDARDS REVIEW BOARD (ASRB) REQUIREMENTS:**

After conclusion of negotiations/Best and Final Offer (BAFO) but prior to award of a contract (and/or release of funding to procure your solution) your solution/system will be submitted to Mason’s Architectural Standards Review Board (ASRB). The ASRB will review your system for security, accessibility (508 compliance), ease/ability to integrate with existing systems, etc. The Offeror must agree to submit their product/system/software to ASRB and submit any requested information to assist in the review process. ASRB approval is required prior to contract award or funding being released to procure the system/product.

The contractor should be prepared to submit any of the following items including but not limited to;

- Data Dictionary identifying the data elements available for use in the product,
- Data integration documentation,
- Architecture diagrams,
- Security documentation, including but not limited to the vendor’s SOC 2 Type (preferred) and/or your third-party hosting vendor’s SOC 2 Type II (or other equivalent security audit). If you cannot provide this documentation for your organization and/or your third-party hosting vendor, please clearly state as such in your offer. If you have a SOC 2 Type II for your organization (or other equivalent security audit) and/or your third-party hosting vendor but require an NDA in order to release it please state as such in your offer and clearly define which organization (you or your third-party vendor) you can provide a SOC 2 Type II (or other equivalent security audit) for and a copy of your NDA. If you are providing an equivalent security audit (not a SOC 2 Type II) please clearly define what type of audit you are submitting.
- VPAT, and a useable software demo or “sandbox” for accessibility testing,
- And any single sign-on documentation.
- Additional documentation or items may be requested as needed during the review process.
- The contractor may be asked to answer ASRB questions verbally or in writing

It is imperative that the Contractor comply with these requests in a timely fashion as any delay will result in a delay of contract award. Failure to provide documentation or extended delay may result in negotiations concluding, your offer being rejected or an award being rescinded.

**ATTACHMENT A**  
**SMALL BUSINESS SUBCONTRACTING PLAN**  
**TO BE COMPLETED BY OFFEROR**

Offerors must advise any portion of this contract that will be subcontracted. All potential offerors are required to include this document with their proposal in order to be considered responsive.

**Small Business:** "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date and time for proposals. This shall also include DSBSD certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at [www.SBSD.virginia.gov](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Who will be doing the work:**  I plan to use subcontractors  I plan to complete all work

**Instructions**

- A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.
- B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

**Section A**

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

**Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement**

**Subcontract #1**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

**Subcontract #2**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

**Subcontract #3**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

**Subcontract #4**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

**Subcontract #5**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_



Purchasing Department  
 4400 University Drive, Mailstop 3C5  
 Fairfax, VA 22030  
 Voice: 703.993.2580 | Fax: 703.993.2589  
<http://fiscal.gmu.edu/purchasing/>

**ATTACHMENT B – SAMPLE CONTRACT  
 GMU-1846-23**

**Note: Other documents may be incorporated into this document, either by way of attachment or by reference, but in all cases this contract document shall take precedence over all other documents and will govern the terms and conditions of the contract.**

This Contract entered on this \_\_\_\_ day of \_\_\_\_\_, 2022 (Effective Date) by \_\_\_\_\_ hereinafter called “Contractor” (located at \_\_\_\_\_) and George Mason University hereinafter called “Mason,” “University”.

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide \_\_\_\_\_ for the \_\_\_\_\_ of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** Three (3) years from the Effective Date with two (2) successive one-year renewal options. (or as negotiated)
- IV. **PRICE SCHEDULE:** As negotiated
- V. **CONTRACT ADMINISTRATION:** \_\_\_\_\_ shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** As negotiated
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
  - A. This signed form;
  - B. Data Security Addendum (attached);
  - C. Negotiation Responses dated XXXXX (incorporated herein by reference);
  - D. RFP No. GMU-XXXX-XX, in its entirety (incorporated herein by reference);
  - E. Contractor’s proposal dated XXXXXX (incorporated herein by reference).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the “Governing Rules” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. **CONTRACT PARTICIPATION:** *As negotiated*. It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to

accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

**X. STANDARD TERMS AND CONDITIONS:**

- A. APPLICABLE LAW AND CHOICE OF FORUM: This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. ANTI-DISCRIMINATION: By entering into this Contract, Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason,

its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [University Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of this Contract.
  2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the

disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.

- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:  
Chief Procurement Officer  
George Mason University  
4400 University Drive, MSN 3C5  
Fairfax, VA 22030
  2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
  3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
  4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon Contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
    - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
    - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
    - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
  2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
  3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. **DEBARMENT STATUS:** As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. **DEFAULT:** In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. **DRUG-FREE WORKPLACE:** Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. **EXPORT CONTROL:**
1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
    - A. notify Mason (by sending an email to [export@gmu.edu](mailto:export@gmu.edu)), and
    - B. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition

Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: [export@gmu.edu](mailto:export@gmu.edu).
- V. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

- BB. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating

authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

CC. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.
2. Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).

EE. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

- FF. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- GG. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- HH. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for two (2) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the lesser of the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%.
  2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the lesser of the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%.
- II. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.
- JJ. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.
- KK. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- LL. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- NN. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's

efforts related to SWaM goals. Upon contract execution, Contractor (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.

OO. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
7. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

PP. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this Contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.
3. Mason reserves the right in its sole discretion to perform audits of Contractor, at Mason's expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

QQ. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor's facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

RR. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason's review and approval.

SS. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

**Contractor Name**

**George Mason University**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A: Subscription Requirements

Center for the Arts (CFA) has several fixed (same seats for each performance) series and a very flexible Choose-Your-Own (CYO) series that fall under the *Great Performances at Mason* season.

- VA Opera Evening, VA Opera Matinee, Keyboard Conversations, and the Family Series are the fixed series with a discount of 20%.
- Keyboard Conversations has differently scaled seating charts from the VA Opera series. It starts off as Orchestra level only, unless there is a demand to open the Grand Tier (balcony). The Family Series performances are not scaled.
- There are usually three price levels for each event; the house is scaled into 6 sections, so that each of the prices are represented in the Orchestra and Grand Tier.
- CYO Series must have at least three performances, **but subscribers may have any number of tickets to each of their chosen performances and in any price level, and span different price scale configurations.** Subscribers are not guaranteed the same seats for each of their performances, even if they select the same price level and number of seats for each performance.
  - The discount is 15%, regardless of the number of performances, although the minimum is three.
  - Faculty/staff receive a 50% discount regardless of the number of performances (min. 3) in their package. They are also eligible for this discount for the fixed series.
  - Youth (grades K-12) also receive a 50% discount, but must be accompanied by an adult for subscription packages (fixed or CYO).
  - CFA also builds subscription packages for the Fairfax Symphony Orchestra (FSO), which is a long-term, special rental. FSO has a fixed series, 2 CYO series, and a flex series.
- Hylton Performing Arts Center (HPAC) has one fixed series (25% off) and a very flexible Choose-Your-Own (CYO) series that fall under *Hylton Presents*.
  - HPAC also has a fixed Family Series (15% off), a fixed series called Matinee Idylls (15% off), and a fixed series called American Roots, (15% off). *Hylton Presents* subscribers may add individual performances from the Family, Matinee Idylls, and American Roots Series to their subscription at 15% off the regular price, or mix and match with the other *Hylton Presents* performances in a CYO subscription.
  - HPAC also is home to several Arts Partners (APs), some of whom have subscriptions as well.
  - There are usually three price levels for each event; the house is scaled into 6 sections, to differentiate between Center Orchestra, Side Orchestra, Orchestra Pit, Parterre, First Balcony, and Second Balcony.
  - Discounts for HPAC's CYO series are the same as CFA. Faculty/staff and Youth discounts are also the same with the exception of the Family Series.
- Subscriptions are available through internet, phone, and box office. Subscribers may also renew their Friends' membership, purchase parking vouchers, purchase "Arts, by George!" gala tickets, or add selected student performances at a 10% discount.
- Payment methods include, cash, check, Visa, MasterCard, American Express, and payment plans (credit card only). Must also have the ability to exclude certain payment methods.

## **Appendix B:** ***Mason Systems Functional Requirements and Security Information***

### **University Requirement**

- Vendor must participate in the TouchNet Ready Partner Program or, if not a currently a partner must be willing to establish an integration partnership with TouchNet allowing payments to flow through TouchNet's UCommerce payment platform used by the University.
- Describe payment process from vendor to university, or vice versa, depending on which payment platform is used.
- Vendor must be PCI compliant and meet industry standards as well as those set forth by the university:
  - In cases where the contractor will store, process or transmit credit card data for the University, contractor represents and warrants that for the life of the contract and while contractor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council ([www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Contractor acknowledges and agrees that it is responsible for the security of all University customer cardholder data in its possession. Contractor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Contractor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Contractor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, the University may terminate the Agreement immediately without penalty upon notice to the contractor in the event contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.
- Discuss previous experience with PCIPal
- SSAE16 COMPLIANCE
  - OC/SSAE16: To facilitate compliance with SSAE16, vendor must provide the University with its most recent SOC report and that of all subservice provider(s) relevant to the contract. It is further agreed that the SOC report, which will be free of cost to the University, will be provided annually, within 30 days of its issuance by the auditor, and no later than February 1. The SOC report should be directed to the appropriate representative identified by the University. Vendor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.
- Vendor must provide the University with its most recent SOC report and that of all subservice provider(s) relevant to the contract.

### **Accessibility**

- Should meet Section 508 and Web Content Accessibility Guidelines (WCAG 2.1 A.A) accessibility and compliance standards. [example of a template for the WCAG version](#)
- Vendor should be prepared to demonstrate their compliance by providing a Voluntary Product Accessibility Template (VPAT).
- Vendor should be prepared to provide Mason staff access to a demo or development environment for the purpose of running accessibility testing tools to evaluate adherence to VPAT statements and compliance standards.
- Provide documentation of the level of accessibility and/or a projected timeline if not yet fully compliant.

### **Authentication Methods**

- Respondent should support Security Assertion Markup Language (SAML) 2.0 and be compatible with Shibboleth IdP Version 3.x or greater.
- Service Provider is responsible for developing Single Sign On authentication of student status.

### **Authorization Methods**

- Respondent should support access control such as Role Based or Attribute-based; or integrating to common identity and authorization products which support these methods.

### **Security and Payment Processing**

- The offeror shall outline their system/software's levels of security, how data is kept secure, etc.
- Describe which credit cards are accepted and detail credit card processing procedures and settlements with client.

- Describe how charge backs are handled including timeline for the venues to be notified, and to respond.
- Describe if and how credit card numbers can be limited by zip code or excluded.
- Describe if and how fees are assessed.
- After negotiations/BAFO but prior to contract award the contractor must agree to submit their solution/system to Mason's Architectural Review Board (ASRB) for review/approval.

## APPENDIX C

### Data Security Addendum for inclusion in GMU-1846-23 with George Mason University (the "University")

This Addendum supplements the above-referenced Contract between the University and Full legal name of Firm/Vendor. ("Selected Firm/Vendor") dated (the "Contract"). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under a Contract or Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of Sensitive University Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

This Addendum sets forth the terms and conditions pursuant to which Sensitive University Data will be protected by the Selected Firm/Vendor during the term of the Parties' Contract and after its termination.

#### 1. Definitions

Terms used herein shall have the same definition as stated in the Contract. Additionally, the following definitions shall apply to this Addendum.

- a. **"Personally Identifiable Information ("PII")"** means any information that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, non-directory information and any other information protected by state or federal privacy laws.
- b. **"University Data"** includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
- c. **"Sensitive University Data"** means data identified by University to Selected Firm/Vendor as Sensitive University Data and may include, but is not limited to: (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to the University; and (8) confidential student or employee information.
- d. **"Securely Destroy"** means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- e. **"Security Breach"** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- f. **"Services"** means any goods or services acquired by the University from the Selected Firm/Vendor.

#### 2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Sensitive University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption. Additionally, Selected Firm/Vendor warrants that all Sensitive University Data shall be Securely Destroyed, when destruction is requested by University.
- b. If Selected Firm/Vendor's use of Sensitive University Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council ([www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Contractor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum,

the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

**3. Employee Background Checks and Qualifications**

- a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Sensitive University Data: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

**4. Security Breach**

- a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach of Sensitive University Data, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year’s credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

**5. Audits**

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor’s security policies, procedures and controls; ii) vulnerability scan, performed by a scanner approved by the University, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract.
- b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.
- c. AICPA SOC Report (Type II)/per SSAE18: Vendor must provide the University with its most recent Service Organization Control (SOC) audit report and that of all subservice provider(s) relevant to the contract. It is further agreed that the SOC report, which will be free of cost to the University, will be provided annually, within 30 days of its issuance by the auditor. The SOC report should be directed to the appropriate representative identified by the University. Vendor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.

IN WITNESS WHEREOF, this Addendum has been executed by an authorized representative of each party as of the date set forth beneath such party’s designated representative’s signature.

**Selected Firm/Vendor**

**George Mason University**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Purchasing Department  
Mailing Address: 4400 University Drive, Mailstop 3C5  
Street Address: 4441 George Mason Boulevard, 4<sup>th</sup> Floor, Suite 4200 Fairfax,  
Va. 22030  
Voice: 703.993.2580 | Fax: 703.993.2589

December 14, 2022

**RFP ADDENDUM #1**

Request for Proposal:  
Title:  
HPAC RFP Dated:  
For Delivery To:

GMU-1846-23  
Ticketing System for CFA &  
November 21, 2022  
George Mason University

The following changes are hereby incorporated into the aforementioned IRFP:

Please make sure to sign and include this addendum and all other addendums issued under this IRFP with your offer/proposal.

- Answers to Questions submitted by the Question Submission Deadline on November 30, 2022:
- **Proposal due date has been amended from January 4, 2023, to January 11, 2023**

Answers to these questions shall be considered part of the IRFP requirements and the offeror should include any changes that result from this addendum into their offer. Failure to consider the information provided below may result in your offer being scored lower:

1. **Question:** Clarification on “discuss the ability for ticketing system to connect/communicate with Affinaquest, powered Salesforce”,
  - A. Does a direct salesforce integration solve this problem?
  - B. To pass on event dates, etc.-do you have custom objects set up in Salesforce?

**Answer:**

From the Affinaquest contact: In order for a ticketing tool to be compatible with the new CRM it would have to be a native Salesforce application, meaning that it was built to run on Salesforce and does not require a third-party integration. Look for a native Salesforce app that integrates with Salesforce using the Salesforce API, which is an app built 100% INSIDE of Salesforce itself using the Lightning Platform.

2. **Question:** In regards to subscriptions, how many subscribers do you have per season?

**Answer:**

The number of subscribers varies by season and by venue. The Center for the Arts has had 1,100-1,800 subscribing households for its presenting seasons over the past 10 pre-Covid years. In the current season, CFA has approximately 500 subscribers households. The Hylton Center has had 275-550 subscribing households for its presenting seasons over the past 12 years. Both centers manage subscriptions for rental clients or arts partners, and the number of subscribers vary from season to season.

3. **Question:** How does the current system handle fees for subscriptions?



**Answer:**

The current system adds subscription fees based on the purchase of a package or specific price code or buyer type. Fees can be configured to be added automatically when placed in the cart or manually. Additionally, fees are automatically added for online sales and suppressed for subsequent sales of subscription tickets.

4. **Question:** How are customers verified as being staff, normal customers, etc. currently to receive their discounts?

**Answer:**

Internally, we mark customer accounts with traits so that sellers and staff can identify different types of customers. Traits also allow us to make special offers available online. Ideally, single sign-on would be available for use with Mason students and faculty/staff to make discounted or complimentary tickets available securely online.

5. **Question:** What is the average ticket price of a ticket at all venues?

**Answer:**

Ticket prices range greatly due to the variety of events presented. Typically, the lowest priced ticket is \$5, but the highest priced ticket could be anywhere from \$350 (special event ticket) or \$2,500 (donation). For the centers' presenting season, individual tickets may range from \$15 to \$110. For performances by the College of Visual and Performing Arts, ticket prices range from \$5 to \$35. For rental events, ticket prices depend on the type of event.

6. **Question:** What is the overall price range of tickets (ie. \$5 to \$150)?

**Answer:**

See Answer 5

7. **Question:** What are your current fees with Tickets.com? Please explain any monthly/annual fees, per-ticket fees.

**Answer:**

Tickets.com receives \$2.25 per single ticket sold online and \$1.25 per subscription ticket sold online. Tickets.com also charges a monthly rental fee of \$85 per thin client rental. Credit card fees are 2.55% of gross proceeds MasterCard/Visa credit card transactions, and 2.5% for American Express.

8. **Question:** Is it preferred that all equipment is included in the deal (at higher fees), or purchased separately (lower fees)?

**Answer:**

There is a slight preference that all equipment is included, but equipment can be purchased separately, as allowed by the university.

9. **Question:** Can you provide an estimate of sales revenue that will be processed through the system on an annual basis from which we can build a cost proposal?

**Answer:**

Pre-Covid sales revenue history shows approximately \$4 million annually. Beginning in 2021-2022 through the current season, revenue is down to a combined \$4 million to date.

10. **Question:** The RFP notes that the Centers sell 180,000 tickets annually—can you provide a breakdown of how many of those are paid vs comp tickets?

**Answer:**

Approximately one-third of the annual total is comp tickets.

11. **Question:** Appendix B, first bullet, in the RFP states that the vendor must be in the TouchNet Ready Partner Program. Our solution is not in this program, and based on



future product development plans and past conversations with TouchNet already, it is unlikely that we will establish an integration partnership with them. We would really like to submit a proposal for the opportunity to work with Mason, but will this be grounds for disqualification?

a. Is Mason open to working with other payment gateways and partners that are integrated with our solution?

**Answer:**

While it is a university requirement to either be on the TouchNet platform, or agree to become a TouchNet Ready Partner, it may not result in disqualification if a vendor is not compliant in this area, as long as the vendor meets the other requirements in the RFP. It may result in a lower score, however.

12. **Question:** 180,000 attendance was posted in the RFP. Of this number, (1) how many are comps, (2) how many are sold online and (3) how many are sold via the box office. Ballpark answers are fine.

**Answer:**

- (1) Approximately one-third of the annual total is comp tickets.
- (2) See Answer 21.b
- (3) See Answer 21.b

13. **Question:** Will our platform be disqualified if we do not have the following functionality:

- Single Sign On with Shibboleth
- Validating groups with a single scan
- Affinaquest (Salesforce) integration
- Open API
- Custom Reporting
- Scheduled reporting

**Answer:**

Current operations rely heavily on scheduled and custom reporting, so these functionalities are essential and the lack thereof would result in a heavy deduction of points in the proposal's score. Single sign-on would greatly help improve the self-service options for customers (see Answer 4). Open API would benefit processes run by our Marketing team. The Affinaquest integration was requested by our Development team. Validating groups with a single scan would improve efficiency for our House Management team and customers.

14. **Question:** In Appendix B - Mason Systems Functional Requirements and Security Information. We would not be able to work with TouchNet and we'd require the use of one of our payment processors. We are also not compatible with either of the authentication methods listed. Is there flexibility with these requirements?

**Answer:**

See answer 11

15. **Question:** In Appendix C - Data Security Addendum

- a. Paragraph 2 Data Security, would GMU be open to reviewing our contract documents in order to make mutually agreeable amendments to those if required?
- b. Paragraph 4 Liability, we would not be able to agree to the terms here but have successfully negotiated liability agreements with other organizations operating under the oversight of the commonwealth of Virginia. Would our liability exceptions be considered?

**Answer:**

- a. Mason will review all exceptions to the Data Security Addendum for



consideration

- b. See above

**16. Question: For Pricing**

- a. Could you confirm the annual revenue or operating budgets of the Center of Fine Arts & Hylton Performing Arts Center?
- b. Would tickets.com be the only system for which data would need to be migrated?
- c. How many “Select Your Own Seat” maps would be needed across the 9 venues.
  - i. *Note that we would not consider different pricing scaling/zoning necessary for a different “Select Your Own Seat” map. Only different seating configurations would require different “Select Your Own Seat” maps.*
- d. 23 POS stations are mentioned, is this the total number of user logins required? If not, what would that total be?
  - i. And how many do you expect to be logged in simultaneously?
- e. 33 scanners are mentioned across the different sites. Can you confirm this total is correct?

**Answer:**

- a. The HPAC annual budget is \$4.9 million. CFA annual budget is \$5.9 million.
- b. Currently, six of the venues will need “Select Your Own Seat” maps as these venues utilize reserved seating for some events. Please reference the Background (section X of the RFP) for the list of venues that offer reserved seating.
- c. No, the total number of user logins will vary with staffing needs. The Center for the Arts Ticket Office utilizes approximately 35 user logins. The Hylton Center Ticket Office utilizes approximately 15 user logins. The centers’ support staff includes users logins for the Marketing, Development, and Finance teams. The maximum total number of simultaneous users logged in would correspond to the number of POS and mobile POS stations and VPNs issued by the vendor. It is possible to have all venues in use at the same time with support staff working on VPNs. There may need to be room for expansion in the number of users as our venues grow and expand.
- d. Thirty-three handheld and pedestal scanners were requested in the Statement of Needs. This is the minimum number requested. Ideally, scanners work between venues and can scan offline if needed. For example, typically, scanners from the Center for the Arts Concert Hall are borrowed for operations at TheaterSpace.

**17. Question: Section XI A**

- a. Ticketing references fundraising functionality. Could you expand on what those needs would be?
  - i. B Hardware – We do not provide system hardware, rather we help organizations source scanners and EMV devices, is that acceptable?
  - ii. C. Ticket Sales – Would you prefer 1 ecommerce website that can be white label branded for all of GMU’s performing arts allowing cross-selling between the two, or are separate branded sites for Center of Fine Arts & Hylton Performing Arts Center required?
  - iii. C. Ticket Sales – Could you provide more information on how free tickets for students are currently processed? Are you open to considering new or different workflows?

**Answer:**

- a. For fundraising functionality- Having a naming convention in place where



the fields in a spreadsheet match system. Being able to use data from someone's ticketing history in order to qualify them for making a gift, most likely as an entry to the Friends of the Center for the Arts but also potentially for other gifts to CVPA or the University. For example, knowing that someone has purchased tickets to all of our School of Theater performances but hasn't made a scholarship gift would be helpful to put them on our prospect list for Friends of Theater members. If we know that someone is a Mason alum (classifications they would have on their salesforce account) it would help us determine which alumni from across the University are engaged with the Centers for other engagement including giving as well. We'd also then be able to use wealth screening tools we have in Advancement to see if there's someone with high capacity that we should cultivate. Conversely, for current donors, it helps us to see their attendance at performances so we can further engage them in events or programs they're interested in supporting.

b. It is acceptable; however it may result in a lower score if other vendors are able to provide hardware as a part of the contract.

c. We currently utilize two separately branded sites for the Center for the Arts and the Hylton Performing Arts Center. We would like the option to offer a third separate and branded site for either College of Visual and Performing Arts and/or cross-venue sales.

d. Free student tickets are currently available for in-person pick-up through the Center for the Arts Ticket Office and the Hylton Center Ticket Office and for online registration through Mason360 (a CampusGroups application used by George Mason University). Registrations are manually converted into ticket orders within the ticketing system. Current Mason students carrying paid credits are eligible to receive 1-2 free student tickets per eligible event. For more information on free student tickets, please visit <https://cvpa.gmu.edu/events/free-student-tickets>. Ideally, free student tickets could be offered through the vendor's website if single sign-on can be utilized within the university's existing IT policies. We are open to new or different workflows that improve efficiency.

**18. Question:** On the requirement for integration with the Ellucian Banner Student Information System. Is this a hard requirement? If so, does Ellucian Banner have an API that we can integrate with to deposit the ticket sales directly into an assigned account number?

**Answer:**

While not a hard requirement, all proposals will be evaluated and score accordingly.

**19. Question:** Is it the intention of the bid for the vendor to purchase, service and maintain all hardware including workstation computers and monitors mentioned in Section B for GMU? If the contract model of the vendor typically leaves this purchase, service and maintenance in the responsibility of the university would this automatically result in loss of bid? Is it a requirement of the contract?

**Answer:**

It is preferred that the vendor purchases, services, and maintains all hardware. If another solution is proposed, it may not result in the loss of a bid, but may result in a lower score in this area.

**20. Question:** Ability to sell cross-venue subscriptions (between CFA and HPAC) – Can you explain how this process works today when selling online?

**Answer:**

Our current subscription offerings do not include cross-venue options. This is something we would potentially like to offer in the future because we have subscribers who concurrently subscribe to both venues. If we were to sell cross-venue subscriptions, we would need the ability to list real-time inventory for an event on both venues' websites and the ability to separate transactions and revenue per venue in settlement.

**21. Question:** Of the approximately 180,000 tickets processed annually

- across the approximate 480 events, what portion of said tickets are:
- a. Paid vs. Complimentary/\$0?
  - b. Sold via walk-up/in-person vs. purchased online or over the phone?
  - c. What order charge/per ticket fees are customers currently subject to for walk-up/in- person vs. purchased online?

**Answer:**

- a. Approximately one-third of the annual total is comp tickets.
- b. Pre-Covid, approximately 60% of tickets were issued in-person or sold over the phone (in-house ticket office phone sales) vs. 40% sold online. Beginning in the 2021-2022 season through our current season, approximately 60% of tickets were sold online vs. 40% issued in-person or sold over the phone.
- c. customers pay per-ticket fees on single ticket purchases made online or over the phone: \$4.00 per ticket for tickets priced \$20.00 and under and \$5.00 per ticket for tickets priced \$20.01 and up. Fees are waived for in-person purchases or for single ticket purchases made by subscribers. Subscribers pay a \$12.00 order charge for their initial subscription purchase regardless of sales channel.

**22. Question:** What is the current credit card processing rate paid by CFA and HPAC?

**Answer:**

Credit card fees are 2.55% of gross proceeds on MasterCard/Visa credit card transactions, and 2.5% for American Express.

**Please sign and include this addendum as part of your offer.**

In Compliance With this RFP And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services required by this IRFP at the prices indicated in the pricing schedule, and the undersigned hereby certifies that all information provided below and in any schedule hereto is true, correct, and complete.

|                           |                                  |            |                                                                                             |
|---------------------------|----------------------------------|------------|---------------------------------------------------------------------------------------------|
| Name and Address of Firm: | <u>Tickets.com, LLC</u>          | Date:      | <u>January 14, 2023</u>                                                                     |
|                           | <u>535 Anton Blvd. Suite 250</u> | By:        | <u>Tim Snyder</u>                                                                           |
|                           | <u>Costa Mesa, CA 92626</u>      | Title:     | <u>Vice President, Business Development</u>                                                 |
| Fed ID No:                | <u>061424841</u>                 | Signature: | <u></u> |
| Email:                    | <u>tsnyder@tickets.com</u>       | Phone:     | <u>216-372-1696</u>                                                                         |



**TABLE OF CONTENTS..... ERROR! BOOKMARK NOT DEFINED.**

**ATTACHMENT A ..... 10**

**APPENDIX B ..... 11**

**PAYMENT TERMS..... 18**

**LITIGATION SUMMARY ..... 18**

**INTRODUCTION ..... 18**

**EXECUTIVE SUMMARY..... 18**

**QUALIFICATIONS AND EXPERIENCE.....218**

**BACKGROUND.....218**

**STAFFING PROFILES .....219**

**REFERENCES .....20**

**STATEMENT OF NEEDS..... 21**

**TICKETING .....21**

    Software..... 21

    Hardware ..... 23

    Ticket Sales..... 28

    Ticket Services ..... 40

    Ticket Operations ..... 43

**ACCESS CONTROL.....47**

**REPORTING .....51**

**SUPPORT.....54**

**ADDITIONAL FUNCTIONS.....56**

    Marketing..... 56

    Development..... 60

    Finance..... 61

    Digital Content/Streaming..... 61

**COST OF SERVICES: ..... 62**



**ATTACHMENT A**  
**SMALL BUSINESS SUBCONTRACTING PLAN**  
**TO BE COMPLETED BY OFFEROR**

Offerors must advise any portion of this contract that will be subcontracted. All potential offerors are required to include this document with their proposal ~~in order to~~ be considered responsive.

**Small Business:** "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date and time for proposals. This shall also include DSBSD certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at [www.SBSD.virginia.gov](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** Tim Snyder

**Preparer Name:** \_\_\_\_\_ **Date:** January 4, 2023

**Who will be doing the work:**  I plan to use subcontractors  I plan to complete all work

**Instructions**

- A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.
- B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

**Section A**

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number: N/A Certification Date: \_\_\_\_\_



## **Appendix B:** ***Mason Systems Functional Requirements and Security Information***

### **University Requirement**

- Vendor must participate in the TouchNet Ready Partner Program or, if not a currently a partner must be willing to establish an integration partnership with TouchNet allowing payments to flow through TouchNet's UCommerce payment platform used by the University.

**Tickets.com is not currently enrolled in the TouchNet Ready Partner Program, however, we will be more than happy to discuss this in further detail should we be awarded this contract.**

- Describe payment process from vendor to university, or vice versa, depending on which payment platform is used.

**Monies are held in escrow for the week and disbursed to George Mason University at the end of the week.**

- Vendor must be PCI compliant and meet industry standards as well as those set forth by the university:

**Tickets.com's applications are certified as PCI Compliant. Tickets.com performs a PCI assessment to determine the compliance of their facilities with major Card Companies' published PCI security guidelines and requirements. Annual PCI DSS compliance validation is required for all Level 1 and Level 2 service providers.**

**Inclusion on Visa's Global Registry of Service Providers indicates that the service provider (Level 1) successfully validated PCI DSS compliance with an on-site assessment, based on the report of an independent Qualified Security Assessor (QSA) and has met all applicable Visa program requirements. Visa's registry of service providers can be found at: <http://www.visa.com/splisting/searchGrsp.do>.**

- In cases where the contractor will store, process or transmit credit card data for the University, contractor represents and warrants that for the life of the contract and while contractor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council ([www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Contractor acknowledges and agrees that it is responsible for the security of all University customer cardholder data in its possession. Contractor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Contractor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Contractor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, the University may terminate the Agreement immediately without penalty upon notice to the contractor in the event contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.



## Tickets.com agrees

- Discuss previous experience with PCIPal

## Tickets.com does not have any previous experience with PCIPal.

- OC/SSAE16: To facilitate compliance with SSAE16, vendor must provide the University with its most recent SOC report and that of all subservice provider(s) relevant to the contract. It is further agreed that the SOC report, which will be free of cost to the University, will be provided annually, within 30 days of its issuance by the auditor, and no later than February 1. The SOC report should be directed to the appropriate representative identified by the University. Vendor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow-up questions posed by the University in relation to the SOC report.

- Vendor must provide the University with its most recent SOC report and that of all subservice provider(s) relevant to the contract.

As a current partner with Tickets.com, we will continue to provide George Mason University with our annual SOC report.

## Accessibility

- Should meet Section 508 and Web Content Accessibility Guidelines (WCAG 2.1 A.A) accessibility and compliance standards. [example of a template for the WCAG version](#)
- Vendor should be prepared to demonstrate their compliance by providing a Voluntary Product Accessibility Template (VPAT).
- Vendor should be prepared to provide Mason staff access to a demo or development environment for the purpose of running accessibility testing tools to evaluate adherence to VPAT statements and compliance standards.
- Provide documentation of the level of accessibility and/or a projected timeline if not yet fully compliant.

Tickets.com maintains an ongoing commitment to provide accessible products to all ticket purchasers. For example, ProVenue accommodates accessible seating by providing functionality that permits hold codes to be placed on applicable seats, including companion seats, that box office users can access when such seating is requested. When an accessible seat is needed, the box office user simply changes to the appropriate hold code to lock seats. For internet purchases, Tickets.com offers customers a self-service selection of accessible seats via best available and via the Seat Map in addition to having outside reviewers audit our ticket purchasing flow for compliance based on the standards under Web Content Accessibility Guidelines.

TDC will ensure the ProVenue Ticketing System will operate in a manner that is compliant with the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), including to the extent applicable the accessibility requirements of WCAG 2.0 AA standards. Services are warranted to be performed in a professional and workmanlike manner in substantial compliance with applicable specifications

## Authentication Methods

- Respondent should support Security Assertion Markup Language (SAML) 2.0 and be compatible with Shibboleth IdP Version 3.x or greater.
- Service Provider is responsible for developing Single Sign On authentication of student status.

Tickets.com has deprecated its initial deployment of Single Sign On authentication. However, we are committed to deliver a refactored solution in the near future. We do have a concept of an account Identity Provider that could also address this request. In order to confirm this approach as a viable option we would need to understand some additional technical underpinnings of your account registration/validation functionality.

### Authorization Methods

- Respondent should support access control such as Role Based or Attribute-based; or integrating to common identity and authorization products which support these methods.

Tickets.com supports role-based user access control.

### Security and Payment Processing

- The offeror shall outline their system/software's levels of security, how data is kept secure, etc.

Security is applied at every tier of the infrastructure. Perimeter security is provided by redundant firewalls and intrusion detection systems at or above current industry standards. Proprietary anti scripter defenses are also deployed. Servers and network equipment are hardened, and all infrastructure equipment is collocated in secure Tier 1 data facilities. In accordance with PCI standards, all data communications are secured by industry secure socket layer technologies or above using blowfish encryption technology.

Tickets.com implements logical security for strict data handling and controls of sensitive data at a variety of levels, including the user/password level. These controls meet and/or exceed requirements dictated by standards such as Payment Card Industry Data Security Standards (PCI DSS) and Statement on Standards for Attestation Engagements (SSAE) No. 18. These standards require specific policies and procedures are upheld and enforced for the transport, storage, handling, and processing of sensitive data. These controls enable Tickets.com to achieve data confidentiality by ensuring data is properly handled by personnel and applications, encrypted when in transit or stored, authorized users are properly authenticated, and appropriate monitoring and auditing are in place, including full auditing for all user account and password activity.

Tickets.com has several security policies, outlined below. If Tickets.com and George Mason University continue to move forward, Tickets.com can provide these policies as necessary.

#### Application CC Data Access Security Policy

The purpose of the application credit card data access security policy is to define the security standards needed for accessing applications and systems that handle credit card data.

#### Data Center Security Policy



The purpose of the Tickets.com (TDC) Data Center Security Policy is to ensure the safety and reliability of Tickets.com equipment currently located in data center facilities.

#### Data Security Policy

The Data Security policy is intended to help employees determine what data can be disclosed to non-employees, as well as the relative sensitivity of data that should not be disclosed outside of Tickets.com without proper authorization. The data covered in these guidelines includes, but is not limited to, data that is either stored or shared via any means. This includes electronic information, information on paper, and information shared orally or visually (such as telephone, video conferencing, screen sharing, and/or instant messaging).

#### Deployment Application Security Policy

The purpose of this policy is to provide security guidance associated with application and development activities within Tickets.com. Additionally, this policy provides direction to ensure that secure coding guidelines and Open Web Application Security Project (OWASP) standards are followed on a consistent basis.

#### DMZ Security Policy

This policy establishes information security requirements for all networks and equipment deployed in Tickets.com located on the "De-Militarized Zone" (DMZ). Adherence to these requirements will minimize the potential risk to Tickets.com from the damage to public image caused by unauthorized use of Tickets.com resources, and the loss of sensitive/company confidential data and intellectual property.

#### Facility Security Policy

The purpose of the Tickets.com (TDC) Facility Security Policy is to ensure the safety of Tickets.com employees and assets. This policy covers the security of each Tickets.com facility or office. It outlines the policies and procedures that are required for each Tickets.com office to follow. The Facility Security Policy dictates that each office has and maintains access controls to ensure a secure environment for both employees, visitors, and assets.

#### Router Security Policy

This document describes a required minimal security configuration for all routers connecting to a production network or used in a production capacity at or on behalf of Tickets.com.

#### Server Security Policy

The purpose of this policy is to establish standards for the base configuration of internal server equipment owned and/or operated by Tickets.com. Effective implementation of this policy will minimize unauthorized access to Tickets.com proprietary information and technology.

#### Wireless Security Policy

The purpose of this policy is to secure and protect the information assets owned by Tickets.com (TDC). Tickets.com provides computer, network, and other electronic devices to meet missions, goals, and initiatives. Tickets.com grants access to these resources as a privilege and must manage them responsibly to maintain the confidentiality, integrity, and availability of all information assets. This standard specifies the technical requirements that wireless infrastructure devices must satisfy to connect to the TDC network. Only those wireless infrastructure devices that meet

the requirements specified in this standard or are granted an exception by the Tickets.com Security Team are approved for connectivity to a Tickets.com network.

- Describe which credit cards are accepted and detail credit card processing procedures and settlements with client.

The ProVenue product suite supports the ability to accept credit cards, account credits and gift cards. Credit card types accepted include American Express, Visa, Discover and MasterCard. Gift card support includes an integration with Givex. Online sales are also integrated with Apple Pay, Google Pay, PayPal and Master Card's Click to pay. In the back office, additional payment methods such as cash and check are available. Users can configure other payment methods for internal purposes – departmental transfers, invoicing, internal billing, sponsorship payments, etc. Comprehensive reconciliation processes ensure that all ticket revenue and fee distributions are allocated according to contract agreements. This process includes reconciling the ticketing systems, the Tickets.com Settlement System, and the transaction detail from our payment processing gateway provider, Elavon. The three systems are compared, and variances investigated, adjusted, and reconciled. Funds are then sent to clients through ACH. This process is performed by our Financial Operations – Settlements team. Cash receipts/disbursements are reconciled by our accounting team enforcing segregation of duties. Monies are held in escrow for the week and disbursed to George Mason University at the end of the week. Processing through Tickets.com also includes fraud detection and prevention as well as chargeback dispute resolution. Tickets.com is happy to discuss our settlement process in more detail.

In addition, ProVenue includes several native settlement reports that can be used for operator reconciliation—the foremost being User Balance, which provides a holistic view of transactional activity during any date/time range specified by the report user. Payment reports can return individual payments, summarized payment amounts, and payment activity as distributed among tickets and service charges. Credit and receivable reports can be used to report outstanding account credits and unpaid orders, optionally grouped by number of days “aged” or past due.

- Describe how charge backs are handled including timeline for the venues to be notified, and to respond.

Tickets.com employs a dedicated Payments team to manage all chargeback claims on behalf of our clients who process payments via Tickets.com. Clients are liable for all chargeback activity, which is passed along to the client via deductions (chargebacks) or credits (chargeback reversals) to the weekly settlement payment. Chargebacks are reviewed daily. Clients are notified via email of time sensitive chargebacks that require client action prior to the chargeback due date or the event date. Notifications include recommended action based on our experience handling payment disputes. Additionally, a detailed chargeback report is included with your weekly settlement report. Tickets.com utilizes ProVenue data and multiple third-party tools to enhance our chargeback rebuttal documentation, which improves our success of retaining revenue on the client’s behalf.

- Describe if and how credit card numbers can be limited by zip code or excluded.

Regional Control Groups provide the ability to restrict the sale of events and packages by state and postal codes. Regional Control Groups are assigned to events and/or packages and allow a user to specify whether customers residing within a region are included or excluded from purchasing tickets to the event or package for which the

Regional Control Group is assigned. Regional control groups can be assigned at the channel, agency, and user level for more granularity in control.

- Describe if and how fees are assessed.

ProVenue provides for a context-based service charge model. Service charges can be applied or waived automatically based on Event, Package, Channel (Internet, Phone, Box Office, Outlet), Agency (Groups of users like Box Office Manager or Phone Agent), Buyer Type, Price Sale, Sale Type (Single, Group, Package) and Transaction Type (Sale, Return, Exchange, Reservation etc.). In addition, users can be granted permissions to edit/override/add service charges as needed.

- After negotiations/BAFO but prior to contract award the contractor must agree to submit their solution/system to Mason's Architectural Review Board (ASRB) for review/approval.

Tickets.com agrees

## PAYMENT TERMS/METHOD OF PAYMENT

Tickets.com will continue with Option#3- Net 30 Payment Terms. Vendor will enroll in Paymode-X where all payments will be made electronically to the vendor's bank account. For additional information or to sign up for electronic payments, go to <http://www.paymode.com/gmu>. There is no charge to the vendor for enrolling in this service. Please state your payment preference in your proposal response

## LITIGATION QUESTIONS

- a. Are you and/or your subcontractor currently involved in litigation with any party?

**No.**

- b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.

**None.**

- c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.

**1. Luis Licea v. Tickets.com, LLC, Superior Court of the State of California for the County of Orange. Case No. 30-2021-01211318-CU-CR-CJC. Dismissed with prejudice 8/26/2021.**

- d. In the past ten (10) years has your firm's name changed? If so please provide a reason for the 13 change

**Tickets.com converted its business form from a corporation to a limited liability company as of December 31, 2015. The conversion came at the request of Tickets.com's parent entity, MLB Advanced Media, LP.**

## INTRODUCTION

January 11, 2023

Grace Lymas  
Assistant Director  
George Mason University  
4400 University Drive  
Fairfax, VA 22030

Dear Grace,

Tickets.com is pleased to present the following Proposal for Ticket Services to George Mason University. The center piece to our proposal is ProVenue®, a browser-based, hosted web application, which is designed to enable a flexible, seamless integration of Tickets.com products and services as well as other 3<sup>rd</sup> party applications and is built on a solid, open, powerful technology platform.

Built for today, designed for the future, ProVenue offers transactional capabilities that empower organization with the freedom to sell tickets their way. A powerful transaction engine and flexible shopping cart offer unparalleled opportunities. Tickets.com's ProVenue and companion MyProVenue® product handle selling tickets at high volumes for stadiums, arenas, theatres, and clients of all sizes.

With a three-year term, Tickets.com is pleased to offer George Mason University a proposal featuring a move to Tickets.com's state-of-the-art ProVenue Ticketing System, 24X7 Software Support, Alfred™ Access Control software, MyTickets™ product suite, CrowdConnect™ email marketing, network connectivity, private label webpage, and MyProVenue, our responsive mobile flow.

Helping you to reach more consumers - Tickets.com is your partner in driving sales and attendance for your events. We do this by delivering products and services and creating a collaborative community to foster innovation and growth. We would value a continued partnership with George Mason University, and are confident that our industry leading technology, support and service will ensure a bright and profitable future for George Mason University.

Sincerely,



Tim Snyder  
Vice President, Business Development (949)  
660-6888  
[tsnyder@tickets.com](mailto:tsnyder@tickets.com)

## EXECUTIVE SUMMARY

In the same way that George Mason University is dedicated to enhancing the experience for its fans, it is our ambition to do so for our customers by forging collaborative partnerships to achieve joint success.

Our commitment to excellent service begins long before selling a ticket from the ProVenue platform. We will continue working with George Mason University in our partnership that sets the tone for ongoing mutual success, placing a high emphasis on communication and transparency. As mentioned throughout this document we aim to continue to develop relationships with key staff members across the entire Tickets.com workforce from the director level to support staff, thus maximizing knowledge from all available resources. We remain fully committed to being a resource to the multiple stakeholder teams that make up George Mason University should the need arise.

We recognize that a central requirement for George Mason University is to have a consolidated ticketing solution for all supported venues including the Center for the Arts, Hylton Center, Harris Theater, Theaterspace, Dance Studio, and additional offsite opportunities. ProVenue offers George Mason University one system that can support current and future ticketing needs across all venues. In ProVenue, we can deliver a system that is robust in its architecture and capable of processing high volumes of ticket sales across multiple sites and departments, all through one single platform.

We also understand that adding a new venue to our existing ticketing software is often just one element of the sales experience. If additional functionality is needed outside of the ticketing software, the Tickets.com Registered Developer Program provides developers with the tools necessary to seamlessly integrate their technology with ours. Through an open architecture and REST-based real-time APIs, ProVenue permits third-party solution providers the ability to deliver their own unique technologies to venues, so you can benefit from the experience and expertise of those who do it best.

Additionally, in a field where technology is ever-evolving, Tickets.com recognizes the importance of a comprehensive, flexible roadmap for product development and innovation, and our unique position as a technology company within the ticketing space continues to prove invaluable, providing insight that directly influences our comprehensive services and offerings.

We would welcome the opportunity to expand upon and continue working with George Mason University. We believe that we have the technology, support, and innovation to meet the University's ticketing management system requirements.

## QUALIFICATIONS AND EXPERIENCE

### BACKGROUND

Tickets.com is a technology solutions provider focused on sports and live entertainment. Our ProVenue platform is a full service, integrated ticketing solution designed to enable entertainment and sports organizations to sell tickets to consumers under the clients' own brand. ProVenue clients capture, access and own consumer data, providing clients with a 360° view of the buying habits and preferences of their fans and customers. Our solution along with access to Tickets.com's management team and resources enhance client's marketing and sales efforts. ProVenue works in conjunction with MyProVenue enabling premier digital ticketing functions including Forwarding, online exchanges, delivery of tickets to Apple Wallet and Google

Wallet, Tickets@Home, and access control.

Tickets.com was incorporated in 1995 and went public in 1999. A year prior to the IPO, the company embarked on an aggressive mergers and acquisitions strategy, combining the strength and knowledge gained through merging ticketing companies and software platforms into a single entity. In 2001, the company was rebranded under the Tickets.com name. In 2005, MLB Advanced Media, LP (“MLBAM”), the interactive media and Internet arm of Major League Baseball, purchased all outstanding shares of Tickets.com.

## **STAFFING PROFILES**

### **Joe Choti – President and Chief Executive Officer**

Joe Choti was named the President and Chief Executive Officer in 2014 after joining Tickets.com in October of 2010 as Chief Technology Officer. In his role, Mr. Choti is responsible for the execution of the company's direction and strategy, including global technology development, sales and marketing, and the overall operation of the business. Mr. Choti previously served as the Chief Technology Officer for MLB Advanced Media (MLBAM). Mr. Choti joined MLBAM from Screaming Media, Inc. where he served as CTO. He has held the CTO title and senior project management positions for several major information service and development companies. Mr. Choti received his BS in Computer Science from Wesleyan University.

### **Cristine Hurley – Chief Financial Officer & EVP, Business Operations**

Cristine Hurley was appointed Chief Financial Officer for Tickets.com in May 2013. In this position, Ms. Hurley is responsible for all aspects of Tickets.com's financial strategy and management. Prior to joining Tickets.com, Ms. Hurley was a Partner at Pro Forma Advisors, where she consulted on financial feasibility and economic /fiscal impact studies, primarily relating to sports. Preceding her role at Pro Forma Advisors, Ms. Hurley worked as Vice President, Team Finance, for the National Basketball Association. While at the National Basketball Association, Ms. Hurley was the primary league office liaison with the thirty NBA teams. Ms. Hurley's role included financial oversight of WNBA and D-League teams including coordinating and reporting industry financial results, implementing league-wide initiatives, and developing business strategies. Prior to her time at the National Basketball Association, Ms. Hurley was the Chief Financial Officer of the Los Angeles Dodgers baseball franchise. Ms. Hurley is a Certified Public Accountant, holds a bachelor's degree from Northeastern University and completed the Executive Program at UCLA's Anderson School of Management.

### **Curt Clausen – General Counsel**

Curt Clausen joined Tickets.com in May 2014 as General Counsel. In this role, Mr. Clausen is responsible for strategic and tactical legal initiatives and managing all corporate legal affairs. Prior to joining Tickets.com, Mr. Clausen was an associate at the law firm of Skadden, Arps, Slate, Meagher & Flom LLP where he practiced in the firm's Antitrust Department. Mr. Clausen received his law and undergraduate degrees from Duke University, holds an MPA from North Carolina State, and is a three-time Olympian.

### **Maureen Dorn – Vice President, Client Operations & Services**

Maureen has over 25 years of ticketing and event operations experience. As Vice President of Client Operations and Services, Ms. Dorn oversees Ticketing and Event Operations for Tickets.com and MLB. She joined Tickets.com in 2002 as the Client Services Representative for the Chicago Cubs. Maureen attended Loyola University Chicago.

## Tim Snyder – Vice President, Business Development

As Vice President of Business Development, Mr. Snyder oversees Tickets.com's efforts in the areas of new business acquisition and client retention. Mr. Snyder has over 30 years of ticketing and business development experience; including an extensive background in client services and ticket operations. Mr. Snyder joined Tickets.com in July of 2010 as Vice President of Service Delivery. Prior to joining Tickets.com, Mr. Snyder was with Ticketmaster for over 19 years, most recently serving as Senior General Manager overseeing the Cleveland, Columbus, and Pittsburgh markets. Mr. Snyder began his ticketing career at the Breakaway Theater in Akron, Ohio before working for both the Cleveland Orchestra and the Cleveland Cavaliers NBA basketball team.

## Ernesto Alvarez - Senior Client Service Representative

Ernesto Alvarez has been with Tickets.com for 30 years. In that time, he has worked with countless clients across all verticals. His current role is as a Senior Client Services Representative, helping his clients to meet their business needs, answer questions and provide training. As first-line support for George Mason University, he works closely with the ticketing staff answering questions to help them meet their goals and satisfy the requests of those that utilize the University venues. He applies his experiences working with universities, performing arts venues, and other venues to assist them as needed. In his spare time, he volunteers at his kids travel soccer teams where he has served as manager, treasurer, assistant coach and most importantly chauffeur.

## REFERENCES

Mike Kalchick  
Ticket Operations Manager  
University of the Pacific  
3601 Pacific Ave.  
Stockton, CA 95211  
[mkalchick@pacific.edu](mailto:mkalchick@pacific.edu)  
(209) 946-2030

Keith Boaz  
Executive Director  
JQH Arena and Juanita K. Hammons Hall  
Senior Associate Director of Athletics  
Athletic and Entertainment Facilities  
Missouri State University  
901 S. National  
Springfield, MO 65897  
[keithboaz@missouristate.edu](mailto:keithboaz@missouristate.edu)  
(417) 836-5240

Katherine Fuller  
Director of Ticketing  
Arts NC State  
NC State University  
Campus Box 7306  
Raleigh, NC 27695  
[mkfuller@ncsu.edu](mailto:mkfuller@ncsu.edu)  
(919)515-1408

## STATEMENT OF NEEDS

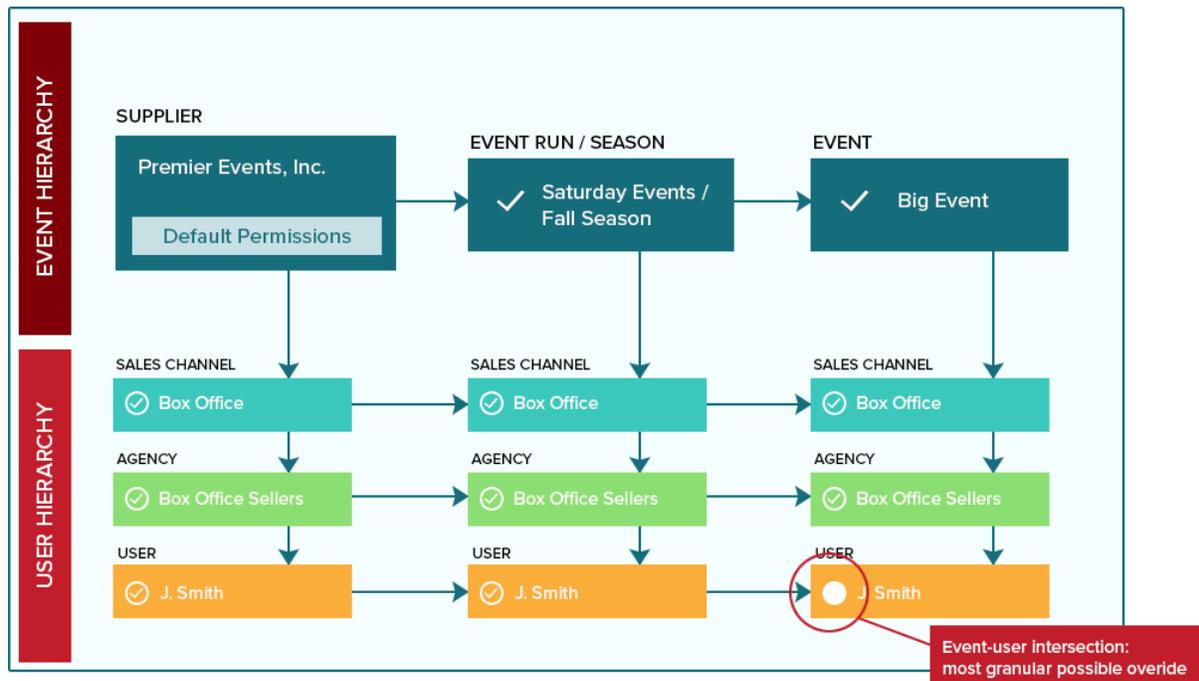
### TICKETING

#### Software

- Any limitations on the number of users who can access the system at the same time, and the ability to set permissions by user type.

Tickets.com can support a virtually unlimited number of concurrent users. In ProVenue, users are assigned various roles and permissions which limit the information available to users on a need-to-know basis. Information related to specific customer accounts, events, packages, and order information are all able to be protected so that only privileged users can view this data.

Setting up security and permissions in ProVenue is greatly simplified through our inheritance model which allows settings at various levels which are then inherited by users. Inheritance values can be individually overridden when desired or necessary. Please see the chart below.



ProVenue users are associated with client-defined Agencies which in turn belong to Sales Channels including Box Office, Secondary Box Office, Outlets, Internet, and Phone. For example, box office ticket sellers might all belong to one agency. Box office managers might belong to a different agency. A single user can be assigned to more than one agency to enable a user to have different characteristics based on the context of their “current” agency (a user does not have to log out to change agencies). For example, user “Fred” might work in the phone room during the day with access to certain events and sales behaviors, but then moonlight in the box office at night with a separate set of permissions. This is all accomplished with the same user login. The various behaviors and restrictions are implemented via a very comprehensive set of security and permission rules in several different layers:

**Portal Roles** – Users are assigned to “portal roles” which controls outright navigation to certain areas of the product.

**Application Feature Permissions** – An extensive set of application wide permissions are settable at various inheritance levels, including groups of users (agencies) and at the user level. If not defined at the user level, the value is inherited from the agency. This security level is used for permissions that are designed to be system-wide permissions for the agency/user.

**Event Access** – An extensive set of permissions are definable at the event access level. This permission mechanism also supports inheritance allowing agency level settings to be inherited or overridden at the user level. Permissions can also be set at other dimensional levels including season and event run. This security level is used for permissions that might vary from event to event. For example, a user might have access to sell tickets for one event, but not another.

**Package Access** – Similar to event access, an extensive set of permissions are definable at the package level.

**Report Access** – Similar to event and package access, a report access mechanism is used to determine which reports are accessible to which user. In addition, while access may be conferred to certain users, report parameters can be set for users that constrain the output to only that data the user is allowed to see. For example, a “Cash Out” report for a user might only contain sales data for that user. Users with a higher level of security might be able to run the same report for a group of users or even all users.

**Roles and Access Codes** – Access to specific records in the system is controlled via a role/access code mechanism. For example, a user might have read-only access to a specific customer account or might not have access to a customer account at all.

If a permission is not set at the user level, it is inherited from the agency level. This allows most permissions to be defined at the agency level which simplifies setup and enforces uniformity of permissions.

- **The ability of the system to be accessed remotely (must be described in detail).**

Remote access to the ticketing system can be obtained using an SSL VPN connection. All reports and functionality are available through this connection. In addition, the ProVenue Reporting Portal can be accessed remotely without an SSL VPN connection.

The Reporting Portal provides a subset of reports that are available in desktop and tablet interfaces.

ProVenue can be accessed 24/7, and George Mason University has control of all permissions for events and customer data.

- **Provide separate sales channels for venues—CFA, Hylton, CVPA/shared-- and for online sales. Sales channels must be able to be reported on separately for Finance needs. customer access should be shared across all channels, e.g., unified online logins across channels, accounts can be accessed by both organizations.**

Tickets.com’s hosted infrastructure is a standard multi-tiered, high-availability architecture that provides a scalable footprint to deliver ProVenue in Software as a Service (SaaS) model. All infrastructure resources are shared to enable our multi-tenant capabilities. The technology is designed to take advantage of best-of-breed open-source components. ProVenue provides several different access and security models designed to support a broad variety of organizations and deployment options. These different models can be used to create distinct data partitioning to support multi-client/venue organizational configurations, and/or as a blend of data partitioning for private information and shared access to various common objects in the same system. This latter approach to shared information is ideal for large, enterprise organizations where only a subset of data is

secured on a departmental basis and very suitable for companies that support a distributor model with shared resources such as phone rooms and outlet networks. For example, it is possible to have a customer account that is accessible to multiple organizations in ProVenue, while certain data associated with the customer account, for example order information, is kept strictly private within individual groups or organizations. ProVenue is permissioned based, and these permissions can be defined by venue/entity. Setting up security and permissions in ProVenue is greatly simplified through our inheritance model which allows settings at various levels which are then inherited by users. Inheritance values can be individually overridden when desired or necessary.

- **Provide software upgrades. Describe the frequency of upgrades and provide specific examples of vendor's response to client requested changes or improvements to the software and any associated costs.**

Tickets.com recognizes the importance of providing continuous enhancements for our clients. All upgrades are provided at no additional cost. We strive to provide multiple major releases each year per primary application (in compliance with any external certifications), with supplemental and discrete minor releases on a modular basis per month or quarter for new features or fixes.

When a release is available, clients will be contacted and provided release notes indicating what has changed in the new release. The client will be allowed to conduct User Acceptance Testing on the test system prior to having the production instance upgraded. Currently, upgrades normally require a downtime during a pre-planned maintenance window. This varies based off the size of the client database and the extent of the changes within the release. Upgrades are generally scheduled during off-hours and on average take less than one (1) hour.

Tickets.com welcomes product feedback and suggestions. Tickets.com maintains a tracking system for all client requests and improvements. Typically, a general product improvement idea/request is logged by Client Engagement and is reviewed by Tickets.com's Product Management Team as well as other internal company stakeholders during regularly scheduled review meetings. During release planning, the Product Management Team and Senior Executive staff review and approve client requests for inclusion into a new release, using a variety of criteria including the merits of the request (the value to the product, clients, and prospects), a match with other committed items in the same area of the product, and a fit with strategic roadmap initiatives. Most recently, client enhancement released to production include Table Seating and flexibility with Account Credits tied to certain payment methods or events. The majority of new ProVenue or MyProVenue features released to production are client driven. Below are ways to provide feedback and/or enhancement requests:

- Users can submit enhancement requests through the Tickets.com customer portal: ServiceNow® Self Service Portal.
- Clients can also email their Tickets.com Account Manager at any time with feedback and product enhancements/requests. The Account Manager can then submit the enhancement request if one does not already exist.

## Hardware

- **Provide all necessary system hardware and maintenance, as well as data integrity. Equipment should include workstations, ticket printers, ticket stock, P2PE credit card payment processors, Access Control equipment, and all necessary hardware to**

## interface system with the University's LAN.

ProVenue is built on top of an Oracle® SQL database and adheres to a rigid discipline in database design and consistency. All foreign keys are defined and full referential integrity between tables is strictly enforced. All transactions are committed in single database transactions ensuring that full transactions are either committed or rolled back as a logical set of tables.

Oracle® utilities are run regularly to update table statistics and perform other Oracle® based integrity routines. Data hygiene utilities developed by Tickets.com are scheduled and run nightly which test for many data consistency checks with complexities that go far beyond what can be enforced at runtime.

For your customer data, real time duplicate checking is performed for all online customer activity where account matching is determined based on a variety of criteria.

Tickets.com offers two different methods for network connectivity/communication to the ProVenue application. These methods are designed for the size of the venue or number of systems connecting from that location. The options consist of SSL VPN or Site-to-Site VPN / Dedicated connection. ProVenue is a browser-based application and requires specific Domain Name resolution considerations.

**SSL VPN** – This option is positioned for location(s) where there are fewer than 5 stations and for users who need access from home office or remote/temporary locations. In this practice, George Mason University is responsible for broadband Internet connectivity while Tickets.com is responsible for the dedicated Internet and SSL VPN concentrator at the Tickets.com hosting facility. Domain Name resolution is accomplished by Split Tunneling configuration managed by the SSL VPN concentrator device configuration.

**Site-to-Site VPN / Dedicated Connection** – This option is positioned for location(s) where there is a requirement for 'always on' connectivity. In this solution a Virtual Private Network is built, using either George Mason University or Tickets.com provided VPN equipment at George Mason University's location/s, between George Mason University's location/s and the central Tickets.com hosting facility. George Mason University shall be responsible for providing and maintaining dedicated Internet with static assigned, publicly accessible, non-NAT'd IP address for use with the VPN connection. Tickets.com is responsible for the dedicated Internet and VPN device at the Tickets.com hosting facilities.

Backup communication options are available that incorporate redundant hardware and circuits to ensure constant connectivity. This highly available network design utilizes fault tolerant systems to incorporate automatic failover in event of circuit or hardware failure. The solutions are flexible to meet the needs of George Mason University specific site requirements. Domain Name resolution for workstations attached using this connectivity method is accomplished using DNS conditional zone forwarding. A local DNS server, provided by George Mason University, is required at George Mason University's location/s to incorporate conditional forwarding. The specific configuration is discussed during the technical engagement process to on board George Mason University's location/s.

Included below are the minimum workstation requirements for workstations utilizing the ProVenue product.

## Hardware and Operating System Specifications

| Component | Requirement |
|-----------|-------------|
|-----------|-------------|

|                  |                                                                                                                                     |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Processor        | 1 gigahertz (GHz) or faster compatible processor                                                                                    |
| Operating System | Windows 10 Professional or Enterprise (32bit minimum, 64bit recommended)<br><br><i>Note: Windows Home Edition is not supported.</i> |
| Monitor          | 17" or larger recommended                                                                                                           |
| Display          | 1280x1024 or higher resolution with 32-bit color depth                                                                              |
| RAM              | 2GB (minimum) 4GB recommended                                                                                                       |
| Hard Drive Space | 5GB minimum free disk space                                                                                                         |
| Network Adapter  | 100BaseT Ethernet adapter or better                                                                                                 |
| I/O              | USB Port (for use with new ticket printers)<br><br><i>Ethernet printing also supported</i>                                          |

*Note: Additional USB ports may be required for various peripherals such as card readers.*

### Peripherals

| Component      | Requirement                                                                                                    |
|----------------|----------------------------------------------------------------------------------------------------------------|
| Keyboard       | Standard 104-key Windows Keyboard                                                                              |
| Mouse          | 2-button scroll mouse                                                                                          |
| Ticket Printer | Serial Boca/Lemur FGL 41 or better USB<br>FGL 46G or better<br><br><i>Ethernet printers are also supported</i> |

### Optional Peripherals

| Component             | Requirement                                                                             |
|-----------------------|-----------------------------------------------------------------------------------------|
| USB Credit Card Swipe | MagTek Models 21073062 or 21073075                                                      |
| USB Cash Drawer       | APG Cash Drawer Series 4000<br><br><i>Note: USB only and configured for Tickets.com</i> |
| Ticket Return Scanner | Honeywell 1400G USB Scanner                                                             |

### Access Control

| Component              | Requirement                                                                                 |
|------------------------|---------------------------------------------------------------------------------------------|
| Ticket Scanning Device | Alfred: Zebra TC26, Janam XT3 - Android based hardware                                      |
| Wireless Access Point  | client provides internet connection or cellular plan to connect to Alfred supported devices |
|                        |                                                                                             |

### Additional Software Requirements

| Component | Requirement |
|-----------|-------------|
|-----------|-------------|

|                                  |         |                                                                                                                                                                        |
|----------------------------------|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Java Environment                 | Runtime | Latest Version                                                                                                                                                         |
| ProVenue Printing Services (TPS) | Ticket  | Latest Version                                                                                                                                                         |
| Web Browser                      |         | Latest versions of Chrome, Edge, Firefox, or Safari configured with Tickets.com recommended settings, users must be able to save and persist cookies between sessions. |

- **Provide hardware maintenance (and/or replacements).** Describe the frequency of upgrades and provide specific examples of vendor's response to client requested changes or improvements to the software and any associated costs.

Tickets.com owned equipment is cycled on an as-needed basis. Most equipment has a 5–7-year life span, but items like Boca printers may have a longer life. Hardware that is in good condition and is still PCI compliant is kept in use. Clients can purchase their own hardware and cycle as they feel appropriate.

- **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at George Mason University. The university wants to ensure that computer/network hardware and software does not compromise the security of IT environment. You agree to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason University.

Tickets.com agrees

#### Center for the Arts:

- 11 Point of sale (POS) stations. POS stations should consist of CPU, monitor, keyboard, mouse, P2PE credit card swipe/EMV chip reader, all adapters, cables, and connections. 2 POS station should have mobile capabilities.
- 8 ticket printers
- ticket stock
- 1 gate access server and 2 Wi-Fi receivers/directional antennae
- 12 handheld ticket scanners and chargers with 3 back up batteries
- 5 pedestal scanners
- 10 over-ride cards, if applicable (Or other ability to override Access Control system)

#### Hylton Center:

- 8 Point of sale (POS) stations POS stations should consist of CPU, monitor, keyboard, mouse, P2PE credit card swipe/EMV chip reader, all adapters, cables, and connections. 1 POS station should have mobile capabilities.
- 6 ticket printers
- 1 gate access server and 2 Wi-Fi receivers/directional antennae
- 8 handheld ticket scanners with 2 back up batteries
- 3 pedestal scanners
- 10 over-ride cards, if applicable (Or other ability to override Access Control system)

**Harris Theater:**

- 2 POS stations with individual ticket printers
- 1 gate access server and 2 Wi-Fi receivers/directional antennae
- 5 ticket scanners and chargers with 3 back up batteries
- 10 over-ride cards, if applicable (Or other ability to override Access Control system)

**Theaterspace:**

- 2 POS stations with individual ticket printers
- Tickets.com, as current ticketing provider for George Mason University, provides the following hardware at no cost to the University. Tickets.com will grant ownership of hardware below to George Mason University (Please note that Tickets.com is also proposing to replace current GateLink Access Control solution with Alfred Access Control):
  - 19 handheld Motorola scanners
  - 5 Four port chargers
  - 3 access points
  - 2 access point antennas
  - 2 Access Control servers
  - 5 extra batteries
  - 3 Single Chargers
  - 18 BOCA ticket printers
  - 9 PCs (with monitor, keyboard, credit card swipe)
  - 18 BOCA ticket printers
- Tickets.com also currently provides 6 Thin client workstations (with monitor, keyboard, and credit card swipe) at a cost of \$85.00 per month rental fee. As part of a new agreement, Tickets.com will provide the following hardware at no cost to George Mason University:
  - 15 Alfred Zebra TC26 handheld scanners
  - 3 Five port Alfred charging stations
  - 15 SOTI annual licenses
- The following hardware is available to George Mason University for purchase at prices quoted below plus applicable tax and shipping:
  - Thin client workstation - \$85.00 monthly rental fee
  - PC workstation (with keyboard, monitor, mouse) – \$1500.00
  - Laptop workstation – \$1950.00 - \$2450.00
  - BOCA Lemur-S ticket printer - \$1600.00
  - Magtek encrypted credit card swipe - \$200.00
  - Alfred Zebra TC26 handheld scanner- \$804.50
  - Alfred five port charging station - \$673.75
  - Alfred single port charging station - \$290.00
  - Annual SOTI license (required for each Alfred handheld device) - \$90.00

## Remote Access:

- Describe whether or not system can be accessed remotely and indicate manner of connectivity and any restrictions/limitations.

Remote access to the ticketing system can be obtained using an SSL VPN connection. All reports and functionality are available through this connection. In addition, the ProVenue Reporting Portal can be accessed remotely without an SSL VPN connection. The Reporting Portal provides a subset of reports that are available in desktop and tablet interfaces.

ProVenue can be accessed 24/7, and George Mason University has control of all permissions for events and customer data.

## Ticket Sales

Provide Single Ticket sales with the ability to:

- Select seats by buyer type and have multiple buyer types in the same order;

ProVenue allows users with correct permissions to select seats by buyer type using best available selection or seat map selection. Multiple buyer types can also be selected and locked at the same time or by adding additional tickets or events to an existing locked in cart order.

- Exchange tickets easily;

The exchange of tickets is permissioned by George Mason University in Event and Package Access and can be permissioned independently for users and events. The Exchange of a ticket will write out an ER – Exchange Return (the return of the original ticket) and an ES – Exchange Sale (the sale of the new ticket). This is fully reportable (Transaction Detail is an example report) and visible within the Order in Ticket Services.

The ProVenue product suite also allows customers to exchange tickets independently through their MyTickets account; market permissions in ProVenue determine which customers are authorized for exchanges and which events are eligible.

- Donate tickets;

MyTickets supports the ability for customers to donate their tickets natively to George Mason University named charities or foundations. The system can be configured to determine what types of tickets can be donated, and how far in advance of an event they must be donated.

- Sell tickets using dummy/internal payment types and different types of account credits;

ProVenue supports the ability to refund money to an account credit or another method of payment during a return or downgrade exchange. In addition, downgrade exchanges can be written to a service charge, allowing George Mason University to retain this money. Account credits may also be created during exchanges, through consign-back or resale, or added as a goodwill gesture.

Credits created through a return or exchange can be limited to use for certain events and can be written-off as needed. Credits are applied to events as a payment method.

Users can configure other payment methods for internal purposes – departmental transfers, invoicing, internal billing, sponsorship payments, etc.

- **Have quick or anonymous sales, and the ability to turn off that function when not needed;**

ProVenue is highly configurable and allows the enforcement of full account sales or the ability to do anonymous sales (i.e., quick sales) by the same user. In addition, a user can be defaulted to either Map Sales or Best Available, and with permissions can toggle between the two during a transaction. Other settings can be configured to cut down on the number of steps required by a user. For example, a back-office user might need to take an action to print a ticket where a window user is configured to print tickets automatically without the need for any prompt. When various configuration parameters are in place, ProVenue provides very fast sale capabilities with a minimum of steps required.

- **Assign events to seasons, event runs or event groups;**

ProVenue supports an unlimited number of concurrent seasons, event runs, and event groups among other data points. For example, a client may be finishing out the 2022 season with the 2023 season already on sale. Each season may have a 2022 game event run, a 2022 parking event run and a 2022 miscellaneous event run. There could also be multiple event groups defined - weekday events, events with promotions, etc. Users can sell from all events at once.

- **Print and reprint receipts;**

ProVenue supports the ability to print receipts, and operator cash cards on ticket stock. Tickets and receipts can be reissued and reprinted as needed. Ticket actions such as reprint and reissue are configurable down to an event/user basis as desired. In addition, a note can be forced any time a ticket is returned (refunded or voided) or reprinted (lost, misdirected, reprinted). This note can be viewed in Ticket Services or reported on.

- **Print, reprint, and un-print tickets;**

Unique barcodes are generated when tickets are initially issued and again when a ticket is reprinted. During a reprint, the original barcode is invalidated. Tickets can also be reissued, which generates a new physical or digital ticket with the same barcode. This is typically done when a customer's ticket has stored value. Resetting a Print Header will change the print status of a ticket with a non-digital delivery to unprinted and invalidate the previous barcode. This is not available for tickets with a digital delivery.

- **Print the house and batch print;**

Tickets can be printed at check-out, individually from Ticket Services, through Will Call Services, batch printed or printed by the customer in MyTickets. Batch printing supports printing to a BOCA as well as to a .csv file suitable for a 3rd party printer.

During batch printing, tickets in a batch are locked when the batch is created. This allows the batch to be printed in streams, and once all tickets have been printed and verified, the batch can be closed. When tickets are locked in a batch, no action can be taken on the tickets in the locked batch. For example, the tickets cannot be returned or exchanged. This preserves the integrity of the tickets in the batch until the tickets have been verified and distributed. Batch printing supports the ability to include ticket headers, receipts, and extra print items in line with each order.

- **Upsell;**

Upsells and ancillary event items sales are supported through ProVenue and MyProVenue as detailed in the following examples.

**Simple Upsell** - A simple upsell presents additional purchase opportunities in the Shopping Cart when a customer places seats for a specific event into the cart. Examples include parking, pre-show receptions, and donations.

**ProVenue Upsell** - A ProVenue upsell allows trigger events to unlock discounted opportunities to events that can be purchased in the same cart. Examples include, purchase a Wednesday event ticket, receive ProVenue upsell for a half off weekend event ticket. Discount savings will be shown in cart for customer while locked for ProVenue upsell.

- **Provide dynamic pricing;**

ProVenue allows users to change prices within the software at any time with those price changes reflected in real-time. Users can modify a single price structure or multiple price structures using the Bulk Price Structure Update tool. ProVenue is fully integrated with dynamic pricing solutions, allowing real-time pricing updates during active sales. Using the Price Structure API, partners can add, change, and delete price points in real-time. This API supports an optional pending status before confirming and publishing price changes if desired.

If a price is changed, you will see all tickets sold at the appropriate prices in our reports.

| Sales by Price Scale, Buyer Type  |                                  | Cumulative |      |          |           |
|-----------------------------------|----------------------------------|------------|------|----------|-----------|
| Price Scale                       | Buyer Type                       | Comp       | Sold | Amount   |           |
| BOXES - Boxes                     | ADULT - Adult                    | 70.00      | 0    | 4        | 280.00    |
|                                   | COMP - Comp                      | 0.00       | 2    | 0        | 0.00      |
|                                   | SEANEW - Season New              | 60.00      | 0    | 60       | 3,600.00  |
| Totals for BOXES - Boxes          |                                  |            | 2    | 64       | 3,880.00  |
| RESV - Reserved Stands            | ADULT - Adult                    | 55.00      | 0    | 36       | 1,980.00  |
|                                   |                                  | 60.00      | 0    | 4        | 240.00    |
|                                   |                                  |            | 0    | 40       | 2,220.00  |
|                                   | LV10 - Lions Loaded Value - \$10 | 65.00      | 0    | 9        | 585.00    |
|                                   | 4PACK - Family 4 Pack            | 45.00      | 0    | 4        | 180.00    |
|                                   | SEANEW - Season New              | 50.00      | 0    | 92       | 4,600.00  |
|                                   | SEARNW - Season Renew            | 48.00      | 0    | 16       | 768.00    |
|                                   | SEACMP - Season Comp             | 0.00       | 84   | 0        | 0.00      |
| Totals for RESV - Reserved Stands |                                  |            | 84   | 161      | 8,353.00  |
| BLEACH - Bleachers                | ADULT - Adult                    | 45.00      | 0    | 224      | 10,080.00 |
|                                   | LV10 - Lions Loaded Value - \$10 | 55.00      | 0    | 56       | 3,080.00  |
|                                   |                                  | 60.00      | 0    | 6        | 360.00    |
|                                   |                                  |            | 0    | 62       | 3,440.00  |
|                                   | ALUMNI - Alumni                  | 40.00      | 0    | 2        | 80.00     |
|                                   | EMP - Employee Tickets           | 22.50      | 0    | 28       | 630.00    |
| GRP - Group                       | 30.00                            | 0          | 130  | 3,900.00 |           |

- **Set event information/documentation for ticket sellers;**

The ProVenue ticketing system allows users to search for events based on a variety of client-defined keywords to ensure that events are quickly accessible. Once accessed, the ticketing system includes a one-click event details “pop-up” screen that can include unlimited event details, including restrictions, promotions, a synopsis, and venue-specific information so that operators can access additional event-specific information from official websites. Online a synopsis can be added to provide additional information to George Mason University’s customers.

- **Set seat specific definitions/restrictions on purchasing (visible to both users and customers.);**

Extended Seat Definitions (ESDs) allow for seats to be assigned to preferences such as left aisle, right aisle, sun/shade, wheelchair vs companion seats, etc. ESDS can be used during the selling process for searching and displaying messages for both users and online customers.

- **To edit ticket text and ticket text layout across all ticket formats.**

The ProVenue ticket designer supports several fields that are pulled directly from the customer account, the transaction, the event, or the venue. Event configuration supports 10 lines of text, in addition to fields like description, public description and secondary title. Ticket designs can also contain hard coded text. Each event is assigned a ticket format.

- **Describe self-service capabilities of system to allow customer to manage their tickets online – ticket exchanges, ticket donations, creation of account credit, ability to purchase additional tickets, update contact information.**

MyTickets is Tickets.com's consumer-facing self-service account management system, enabling customers to perform numerous actions on their ticket inventory, as well as presenting new sales opportunities via renewals and special targeted sales. customer inventory, permissions, profile, and other data are uploaded from ProVenue when a customer logs into MyTickets.

- **Customer Maintained Details** – Customers can log in and change their own account details with appropriate permissions including profile information and Digital Wallet items.
- **Responsive Interface** – The MyTickets user experience is designed with ease-of-use, convenience, and efficiency in mind from any type of device.
- **View and Manage Ticket Inventory** – Numerous options are available to customers controlled via a sophisticated set of permissions:
  - Digital Ticket Forward – Send tickets digitally to other customers while retaining ownership of the tickets—at no charge; the sender of a forwarded ticket can recall the ticket; the recipient can 'return to sender'; a forwarded ticket can also be exchanged or returned/refunded.
  - Self-Service Ticket Exchanges – MyProVenue allows customers to exchange tickets independently through their MyTickets account; market permissions in ProVenue determine which customers are authorized for exchanges and which events are eligible.
  - Voucher Redemption – Customers can be given or purchase vouchers, which can later be redeemed for tickets to events.
  - Donation – Natively donate tickets through approved 3rd party providers.
  - Self-Service Print – Customers can use the MyTickets interface to print active tickets from their inventory. Customers can also use their mobile devices to enter the venue.
  - Package Relocation - Customers can upgrade their package seats during a relocation.
  - Consign-Back – Allows customers to resell unused tickets directly through primary ticket sales channels — including the box office, the Internet, and call centers — with no financial risk to the venue. When a ticket is resold, both the customer and George Mason University benefit from the sale.
- **Package/Season Renewals** – Full support to enable customers to renew packages/season tickets online.
  - Pay with Credits – Customers can utilize their credits from ProVenue to make payments on payment plans or other receivables.

- Flexible Payment Plans – Payment plans can be set up in ProVenue and made available to consumers for scheduled payments.
  - Change Payment Details – Provisions allow a customer to switch their card on file to debit per payment.
  - Multiple Credit Cards for Payments – The customer can split installment payments across multiple credit cards.
- View/Print Statements/Invoices – MyTickets users can use self-service options to view/print statements/invoices.
- **Special Promotions/Opportunities** – MyProVenue users can be presented with special purchase options on login, including access to special discounts, early access to inventory (pre-sales), as well as access to special inventory (seats in VIP sections). Using either the powerful customer trait feature or membership levels, promotions can be enabled for select groups of customers. For example, all season ticket holders could see a special offer just for them when logging into MyTickets.
- **Description of all available delivery methods for all sales channels (CFA, HPAC, CVPA, Phone, Internet, outlets/third parties, etc.).**

ProVenue offers extensive delivery options including the following:

- Mail & Will Call – ProVenue Supports unlimited traditional methods via courier, mail, will call, etc.
- Tickets@Home® – With ProVenue’s Tickets@Home delivery method, tickets can either be printed at home and/or viewed on a mobile device. Tickets@Home is responsively designed allowing for easy scan and entry into the event. To view on a mobile device, the customer would open the confirmation email and click on the link to view the digital ticket.
- Apple Wallet – iPhone users can load tickets into Apple Wallet for presentation and scanning at the point of entry.
- Google Pay - Android users can load tickets into Google Pay for presentation and scanning at the point of entry.
- MyProVenue - Tickets can be rendered in MyProVenue allowing a user to enter the venue via their mobile device.
- Digital Access Card - All tickets belonging to an account can be viewed using the Digital Access Card which is presented online through MyProVenue. A single barcode on the Digital Access Card is associated with a customer’s tickets allowing for 1 scan for all tickets for easy access into the venue.

### Subscription Sales:

- **The system capabilities to handle fixed and “select your own” series (see Appendix A for description of client’s subscriptions).**

ProVenue offers support for simple and complex packages including full season, partial season, and pick-a-plan/flex packages. Our online responsive flow, MyProVenue, allows customers to use an interactive seat map to pick their own seats for season tickets and fixed partial plans, including packages with events in multiple venues.

MyProVenue supports the upsell of additional events and items in the shopping cart.

- Simple Upsell - A simple upsell presents additional purchase opportunities in the Shopping Cart when a customer places seats for a specific event into the cart. Examples include parking, batting practice, pre-show receptions, and donations.

ProVenue and MyProVenue offer the ability to bundle events with additional items or additional events. Bundles allow a user to configure a single offer of seats to automatically add other event and non-event items into the shopping cart – e.g., a "family 4 pack" with 4 tickets, 4 hot dogs and 4 drinks, parking, etc., without the need to create multiple "dummy" events.] The 2023 product release schedule includes MyProVenue flex packages, giving customers the ability to select their own groupings of events. MyProVenue voucher packages are available now, giving customers flexibility to redeem vouchers for event tickets using self-service voucher redemption in MyTickets.

- **Policy of the vendor on exchanges for subscriber;**

Tickets.com provides you with the tools to offer self-service online exchanges—exchanges conducted independently by a customer with a MyTickets account—for single and partial package event tickets via the MyProVenue interface. The ProVenue ticketing system includes a variety of permissions and event/package setup options in support of self-service ticket exchanges.

- **Policy of allowing subscribers to purchase additional ticket from venue ticket office:**

ProVenue and MyProVenue support protected sales groups and promotions as defined in ProVenue. These offers include support for pre-sales, discounted tickets, exclusive events, group sales, privileged seating areas through hold codes and optional payment method restrictions. Offers can be targeted at customers already in the ticketing system via a customer trait or membership program, or unique offer codes can be loaded, or system generated. Offer codes can be configured to be single, multi or unlimited use. Native context rules allow users to set available delivery methods and service charges.

- **Ability to set package access through all sales channels;**

Event and package access can be set globally at the supplier level, defined on each individual sales channel (box office, internet, phone, etc.), agency level, or on the user level. Setting package access on the supplier level will inherit down through all subsequent sales channels, agencies, and users in ProVenue.

- **Ability to sell cross-venue subscriptions (between CFA and HPAC);**

ProVenue offers support for simple and complex packages including full season, partial season, and pick-a-plan/flex packages. Our online responsive flow, MyProVenue, allows customers to use an interactive seat map to pick their own seats for season tickets and fixed partial plans, including packages with events in multiple venues, or with multiple price scales in one venue.

- **Self-service capabilities of system to allow subscribers to manage their subscriptions online – ticket exchanges, ticket donations, creation of account credit, ability to purchase additional tickets, update contact information.**

MyTickets is Tickets.com's consumer-facing self-service account management system, enabling customers to perform numerous actions on their ticket inventory, as well as presenting new sales opportunities via renewals and special targeted sales. customer inventory, permissions, profile, and other data are uploaded from ProVenue when a customer logs into MyTickets.

- **customer Maintained Details** – customers can log in and change their own account details with appropriate permissions including profile information and Digital Wallet items.
- **Responsive Interface** – The MyTickets user experience is designed with ease-of-

use, convenience, and efficiency in mind from any type of device.

- **View and Manage Ticket Inventory** – Numerous options are available to customers controlled via a sophisticated set of permissions:
  - Digital Ticket Forward – Send tickets digitally to other customers while retaining ownership of the tickets—at no charge; the sender of a forwarded ticket can recall the ticket; the recipient can 'return to sender'; a forwarded ticket can also be exchanged or returned/refunded.
  - Self-Service Ticket Exchanges – MyProVenue allows customers to exchange tickets independently through their MyTickets account; market permissions in ProVenue determine which customers are authorized for exchanges and which events are eligible.
  - Voucher Redemption – customers can be given or purchase vouchers, which can later be redeemed for tickets to events.
  - Donation – Natively donate tickets through approved 3rd party providers.
  - Self-Service Print – customers can use the MyTickets interface to print active tickets from their inventory. customers can also use their mobile devices to enter the venue.
  - Package Relocation - customers can upgrade their package seats during a relocation.
  - Consign-Back – Allows customers to resell unused tickets directly through primary ticket sales channels — including the box office, the Internet, and call centers — with no financial risk to the venue. When a ticket is resold, both the customer and George Mason University benefit from the sale.
- **Package/Season Renewals** – Full support to enable customers to renew packages/season tickets online.
  - Pay with Credits – customers can utilize their credits from ProVenue to make payments on payment plans or other receivables.
  - Flexible Payment Plans – Payment plans can be set up in ProVenue and made available to consumers for scheduled payments.
    - Change Payment Details – Provisions allow a customer to switch their card on file to debit per payment.
    - Multiple Credit Cards for Payments – The customer can split installment payments across multiple credit cards.
  - View/Print Statements/Invoices – MyTickets users can use self-service options to view/print statements/invoices.
- **Special Promotions/Opportunities** – MyProVenue users can be presented with special purchase options on login, including access to special discounts, early access to inventory (pre-sales), as well as access to special inventory (seats in VIP sections). Using either the powerful customer trait feature or membership levels, promotions can be enabled for select groups of customers. For example, all season ticket holders could see a special offer just for them when logging into MyTickets.
- **Provide Internet sales operations including white label branding of sales to the venue, rather than to the vendor. We must be able to include venue-specific branding. Describe the level of customization available and flexibility. Describe in detail each of the following:**

Tickets.com will provide a white label website that will be uniquely branded for George Mason University. The ticketing pages can display George Mason University's logos, venue images, and event information all through our robust, customized styling, allowing each step in the sales process to be fully branded according to George Mason University's requirements. All remaining steps of the process continue to adhere to the same styling and branding, on the seat selection pages, in the shopping cart, on the payment page, and in the email confirmation.

George Mason University will have full control of sponsorships and what is promoted on George Mason University's website as well as Ticket.com's George Mason University branded site.

- **Interface between vendor and client's sites for event information and sales flow;**

Sales can be initiated from George Mason University's website. Once redirected to Tickets.com's web flow/site, further searches can be initiated from a George Mason University branded list or calendar view. One URL can be used to redirect for all scheduled events or direct event links can be used.

- **Internet interaction between internet site and customer;**

MyProVenue is a next-generation web application, entirely devoted to optimizing the customer's desktop and mobile ticketing experience. The intuitive interface streamlines everything from buying tickets to managing account preferences, all within a responsive framework that works great on any device. MyProVenue centers on the customer experience, providing a higher level of flexibility and usability compared to traditional e-commerce platforms.

While the sales flow is not able to be customized, the design of the site will be branded in George Mason University look and feel. This design is completed by Tickets.com and submitted to George Mason University for review and approval.

- **The level of transparency to the customer concerning prices, fees, and number of available tickets, all-in pricing. Include how vendor will comply with the BOSS Act, if passed by Congress;**

Whenever, if ever, the Boss Act becomes law, Tickets.com is committed in meeting its requirements. Over the years, Tickets.com has been involved in the Congressional process shaping the requirements in the current iteration of the Boss Act. On February 26, 2020, Tickets.com's CEO Joe Choti appeared before the United States House of Representatives Committee on Energy & Commerce, Subcommittee on Oversight & Investigations Hearing on "In the Dark: Lack of Transparency in the Live Event Ticketing Industry" and provided testimony: <https://energycommerce.house.gov/committee-activity/hearings/hearing-on-in-the-dark-lack-of-transparency-in-the-live-event-ticketing..>

Tickets.com is committed to continuing to be involved in the legislative process as the Boss Act passes through Congress and insuring the ProVenue ticketing system provides applicable solutions for fully complying with its requirements should the Act be adopted into law.

While the precise conditions and requirements of the Boss Act may change prior to adoption as law, Tickets.com's ProVenue ticketing system currently includes many of the features and functionality necessary to comply with many of the Boss Act's provisions. For example, ProVenue includes "all-in" pricing functionality, where customers purchasing tickets are presented with the total ticket cost, including ancillary fees, at the beginning and throughout the entire purchase flow process. This allowed our New York clients to pivot quickly to a recent change in NY state law requiring upfront all-in pricing disclosures similar to the Boss Act provisions. Additionally, by enabling ProVenue's seat-map view, a customer can see the total number of seats that the client organizations have made available for purchase at that moment in time. Further, with respect to ticket transferability

or limits, ProVenue provides functionality to present disclaimers in the sales flow at the time of seat selection, at checkout, and/or in the order confirmation.

- The number of “clicks” from the venue’s event page to the purchase confirmation screen;

MyProVenue utilizes best by section, best available, and seat map selection tools for enhanced customer inventory selection. If a customer is using best available seat selection with MyProVenue, number of clicks from event page to completed purchase is minimum four clicks (event, section, login, checkout). If customer is using seat map selection with MyProVenue, number of clicks from event page to completed purchase is minimum six clicks.

- The ability to manage a shopping cart with tickets from multiple events, donations, and merchandise;

ProVenue offers a powerful, unified shopping cart that permits multiple offers in cart that can mix single, group, and package sales; tickets, donations, and miscellaneous items; reservations, sales, and receivables; enforces availability and discounting rules and requires customer capture for specific offers. In addition, MyProVenue supports a shopping cart with multiple single events or fixed packages. Allowing multiple offers (shopping cart) can be controlled in ProVenue for both online and back-office sales. This can be configured for an event or range of events, as well as globally or down to the user level. Shopping cart functionality can be turned on/off by event as needed. During a renewal, customers can renew items together in one transaction using renewal groups.

A shopping cart timer is provided during checkout, seats will be released if transaction is not completed in time.

The screenshot shows a shopping cart page with a green header bar containing a back arrow and the text "YOUR SHOPPING CART". Below the header is a white bar with a shopping cart icon and the text "You have 14:48 to complete your order." The main content area is divided into sections:

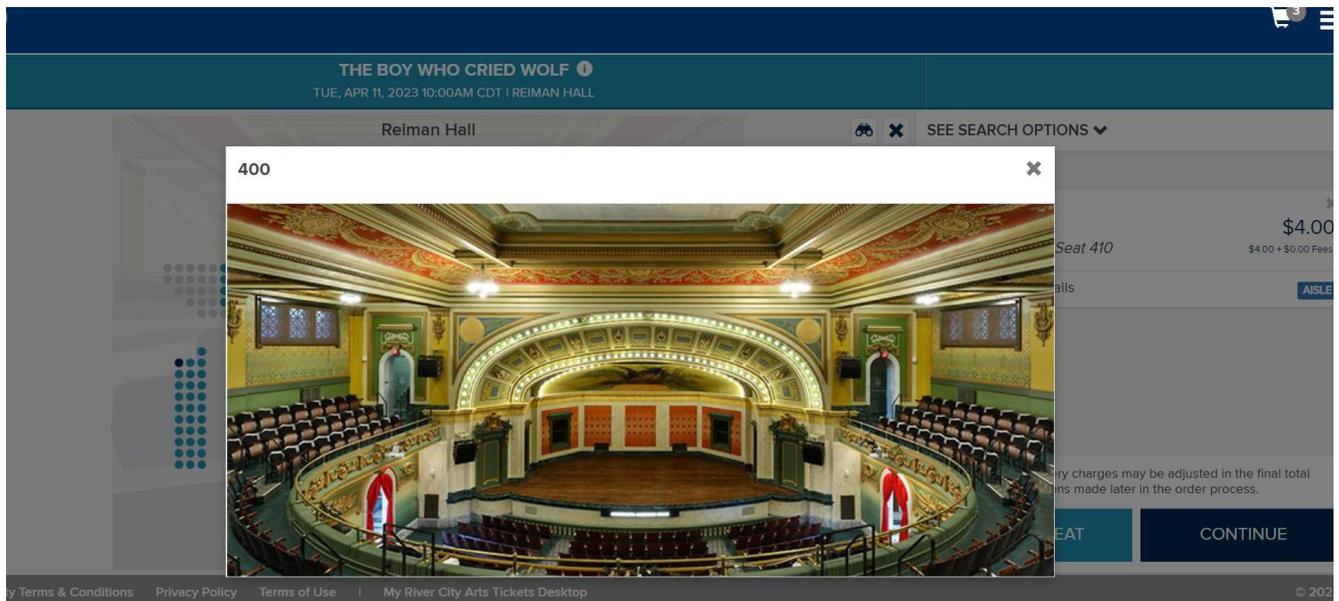
- Event Information:** JUL 04, SIDEWINDERS VS JACKALS, TUESDAY | 6:05PM CDT, Rivertown Stadium. An "EDIT" link is visible.
- TICKET DETAILS:**
  - 1 × ADULT at \$11.00. Section 115, Row A, Seat 23, Price \$11.00.
  - 1 × ADULT at \$11.00. Section 115, Row A, Seat 24, Price \$11.00.
- ADDITIONAL SEAT DETAILS:** A button labeled "AISLE" is present.
- GAME PARKING:**
  - Section: "Add game day parking! Prepay and save 20%".
  - Item: 1 × VIP, Price: \$8.00.
  - Button: "ADD TO CART".

- The availability to provide detailed event information and venue information and indicate the opportunity for the purchaser to access a view of the stage from the selected seating location;

Extended Seat Definitions (ESDs) allow for seats to be assigned to preferences such as left

aisle, right aisle, sun/shade, wheelchair vs companion seats, etc. ESDS can be used during the selling process for searching and displaying messages. Once accessed, the ticketing system includes a one-click event details “pop-up” screen that can include unlimited event details, including restrictions, promotions, a synopsis, and venue- specific information so that operators can access additional event-specific information from official websites. Online a synopsis can be added to provide additional information to George Mason University’s customers.

View from Section images can be uploaded to enhance the customer experience within MyProVenue. A binocular icon populates in both best by section and seat map selection to view the loaded section image.



- Ability to provide secure discounts through use of coupon codes, traits, membership, etc.

In ProVenue and MyProVenue there are several ways to offer a promotion or discount.

**Coupons** – Support for the entry of a coupon code provides special discount options; two coupon behaviors are supported:

- **Exclusive** - The entry of a coupon enables one or more buyer types while disabling (hiding) non-coupon related buyer types.
- **Non-Exclusive** – The entry of a coupon enables one or more buyer types while continuing to display and support non-coupon related buyer types.

Coupon codes are created by authorized users in ProVenue, and can be permissioned by Channel, Agency, or User. Enabling a coupon code for online sales is reflected online with no other intervention needed.

**Protected Sales Groups** - In MyProVenue customers can be provided tailored access to inventory and pricing utilizing our Protected Sales Groups, Offer Codes and Promotions. Protected Sales Groups offer user-configured splash pages and include support for pre-sales, discounted tickets, exclusive events, group sales, privileged seating areas through hold codes and optional payment method restrictions. Offers can be targeted at customers already in the ticketing system via a customer trait or membership program, or unique offer codes can be loaded, or system generated. Offer codes can be configured to be single, multi or unlimited use. Through the use of these features a wide variety of tailored offers

can be made to customers.

Discounts entered into the system are defined as a set amount per event and cannot be entered as a percentage.

- **State whether a customer can select specific seats (for single, subscription, group, and accessible seats) or if seats can be sold as “best available”. Describe how seats can be sold from specific hold codes;**

Online consumers can have the option to purchase tickets via our Best Available functionality by price scale or section or the using the Seat Map. The Seat Map allows customers to select their own seats for season tickets, fixed partial plans, and single event tickets. The Seat Map can be turned on and off based on business needs – for example during a high-demand on sale, or when you don’t want to expose the amount of available inventory to your customers.

MyProVenue supports protected sales groups and promotions as defined in ProVenue. These offers include support for pre-sales, discounted tickets, exclusive events, group sales, privileged seating areas through hold codes and optional payment method restrictions. Offers can be targeted at customers already in the ticketing system via a customer trait or membership program, or unique offer codes can be loaded, or system generated. Offer codes can be configured to be single, multi or unlimited use. Native context rules allow users to set available delivery methods and service charges.

- **List delivery methods available for venue to set and for customers to select.**

ProVenue offers extensive delivery options including the following:

- Mail & Will Call – ProVenue Supports unlimited traditional methods via courier, mail, will call, etc.
- Tickets@Home® – With ProVenue’s Tickets@Home delivery method, tickets can either be printed at home and/or viewed on a mobile device. Tickets@Home is responsively designed allowing for easy scan and entry into the event. To view on a mobile device, the customer would open the confirmation email and click on the link to view the digital ticket.
- Apple Wallet – iPhone users can load tickets into Apple Wallet for presentation and scanning at the point of entry.
- Google Pay - Android users can load tickets into Google Pay for presentation and scanning at the point of entry.
- MyProVenue - Tickets can be rendered in MyProVenue allowing a user to enter the venue via their mobile device.
- Digital Access Card - All tickets belonging to an account can be viewed using the Digital Access Card which is presented online through MyProVenue. A single barcode on the Digital Access Card is associated with a customer’s tickets allowing for 1 scan for all tickets for easy access into the venue.

- **Describe the sales flow for purchase of accessible seats online.**

ProVenue users place seats on an accessible hold code within ProVenue. customers online can indicate they which to purchase accessible seating. An Extended Seat Definition

(ESD) can also be added to a seat to further designate a wheelchair space from a companion seat.

- **The ability to provide subscription sales online, as outlined in subscription requirements below and in Appendix A.**

ProVenue provides comprehensive renewal features and capabilities both in the box office and online. ProVenue supports the creation of flexible payment plans that can be used for both box office and online transactions. Payment plans can be configured for both renewals and new sales. The ProVenue product suite also supports automatic subscription renewal functionality to help clients to retain subscribers from year-to-year and reduce the amount of time customers and box office staffs spend processing renewals.

ProVenue offers support for simple and complex packages including full season, partial season, and pick-a-plan/flex packages. Our online responsive flow, MyProVenue, allows customers to use an interactive seat map to pick their own seats for season tickets and fixed partial plans, including packages with events in multiple venues.

The package and pricing options for packages are very flexible and allow for a pro-rated package if desired. Proration can occur automatically – for example 2 days before an event, or manually – where a user may prorate out a run of upcoming events in advance.

Seats in a package can be acted on independently. For example, one (1) seat for an entire package could be returned, exchanged, or reprinted without impacting other seats. Individual tickets can be returned, exchanged, reprinted, resold and are available for other primary and secondary market activities like forward and donation without impacting the entire subscription. ProVenue supports a seat of record for each package that is independent of the individual seat and can be used for rollover from year to year.

Protected Sales Groups support user-configured splash pages and presales. Protected Sales Groups include support for pre-sales, discounted tickets, exclusive events, group sales, privileged seating areas through hold codes and optional payment method restrictions. Offers can be targeted at customers already in the ticketing system via a customer trait or membership program, or unique offer codes can be loaded, or system generated. Offer codes can be configured to be single, multi or unlimited use.

ProVenue allows George Mason University to create membership programs with one or more levels, such as Bronze, Silver, and Gold. You can grant membership freely, award membership (with the purchase of a particular package, for example), or sell membership individually, as desired. Memberships can be configured to offer automated “Membership Promotions” for access to advance ticket sales, discounted buyer types, and exclusive seat inventory. Membership levels can have higher ticket quotas during an on-sale.

In addition, Tickets.com will be releasing an advanced upsell feature to memberships and MyProVenue flex packages in the near future. This will present discount ticket opportunities in the Shopping Cart when the customer places seats for a specific event into the cart. An example may be discounting the purchase of an event when adding a membership to the cart. MyProVenue flex packages will allow more flexibility for customers to select events and create a custom plan during the sales flow.

- **Cart options: suggestions for other tickets before checkout; email reminder for abandoned carts**

MyProVenue supports the upsell of additional events and items in the shopping cart. A simple upsell presents additional purchase opportunities in the Shopping Cart when a customer places seats for a specific event into the cart. Examples include parking, batting practice, pre-show receptions, and donations. A ProVenue upsell presents additional discounted ticket options based on the event locked in cart. Examples include purchasing any weekday performance for 20% discount off a weekend performance.

Online sales will occur using mpv.tickets.com links. However, our online responsive sales flow, MyProVenue, supports an integration with Google Tag Manager. Google Tag Manager supports cross domain tracking. By providing Tickets.com your Google Tag Manager (GTM) Account and the Google Analytics Tracking ID, information from MyProVenue will flow automatically to your Google Analytics account including, but not limited to, abandoned cart campaigns.

- **Website calendaring integrations or other website integrations for 25Live, Drupal or Wordpress.**

Through our Registered Developer Program, we offer integrators and clients the ability to build applications and integrations leveraging our REST-based APIs, Data Replication product, Data Feeds, and Real-time Messaging. We currently have integrations with a continually growing number of third-party systems.

- **Provide free student tickets:**

Using Sales Groups, George Mason University could provide unique codes to students to access available tickets. Alternatively, student ID numbers could be loaded into ProVenue, providing a unique identifier to allow students to access tickets. Multiple offers can be created offer pre-sales, discount or free inventory as well as placing student in specific areas via a hold code.

- **Describe any ability for eligible Mason students to obtain free tickets online without any service fees. Describe how system can integrate with Shibboleth, CAS authentication, or CampusGroups as a means of verifying students' eligibility.**

Tickets.com will provide up to 50,000 George Mason University student comps (free tickets) online each year without any fees. Any student comps over 50,000 each year will be subject to a \$1.00 per ticket online fee.

Tickets.com is committed to finalizing the current Shibboleth/SAML 2.0 identity service project plan with George Mason University.

- **If in-bound phone/IVR sales are provided by vendor, please provide details on how a client may opt out.**

Tickets.com no longer offers call center operations.

- **Does vendor offer ticket insurance to customers, or have a partnership with a ticket insurance vendor?**

Tickets.com currently integrates with Protecht's FanShield product for third party ticket insurance in the both the back office and for online sales.

### **Ticket Services**

- **Describe timeline for the conversion of approximately 200,000 customer accounts from existing ticketing system and an Access database. Conversion must include address, phone numbers, email, notes, traits/flags and 10 years of event history. (Describe transition process at end of contract)**

As a current Tickets.com client, no conversion of accounts is needed. George Mason

University will continue to use ProVenue and MyProVenue immediately.

- **Describe the ability to convert/import event and sales data in addition to customer data.**

As a current Tickets.com client, no additional event or customer imports are needed.

- **Describe customer account and sales history order.**

The customer Management functionality of ProVenue provides a user a holistic view of an account. This includes all addresses, e-mail addresses, phone numbers and contacts on an account if permitted via security permissions. The tabbed interface enables easy navigation into all the following details:

- **Contacts** – Accounts can have multiple contacts each with multiple addresses, phone numbers, and email addresses.
- **Data Protection** – All of the customer’s opt-in/opt-out settings can be viewed and edited; new settings can be added.
- **Notes** – Notes includes general text as well as the interactions, extended note activity.
- **Orders** – A summary view of the customer’s orders are shown with a hyperlink that can be used to drill into order details. Once in order details, full details about the order can be viewed and various actions can be taken on the order (add seats, return, exchange, etc.). Orders can include events, donations, additional items, etc.
- **Account Balance** – Account balances for both receivables and credits can be viewed. Actions can be invoked to pay off a balance or to refund a credit.
- **Market Permissions** – ProVenue provides for a sophisticated set of permissions for all market activity (resales, forwards/transfers, self-service printing, etc.). Users can view, set, and edit permissions. A market permissions utility provided in a different area of the product provides the ability to make bulk market permissions across number customer accounts.
- **Statements** – Users can view previous statements/invoices created for the account or can create a new on-the-fly statement for a customer.
- **Traits** – customer traits are user-defined flags that can be added to accounts. These flags can denote demographic info, interest, activity, specific attributes of an account, or any other meaning. Traits can be designed to capture additional text, dates, numeric values, and currency values. Users can view, add, or edit traits. A bulk trait utility is also available in ProVenue which enables a user to set traits on any number of accounts at one time based on query parameters that are built in a simple, but elegant interface.
- **Sales Reps** – Default sales reps can be viewed, assigned, or edited.
- **Digital Wallet** – Users can view various elements in a customer’s digital wallet, including cards on file and our Digital Access Card. All credit card numbers are masked.
- **Messages** – The messages tab provides a record of all email activity associated to the customer account.

In addition, ProVenue supports three customer transaction history reports which can be launched from various points in the ticketing system.

- **Transaction Detail (PDF)** – An extremely detailed history of transactional activity that occurred on the system within a defined date range. Transaction Detail can be invoked in the following contexts:
  - customer Account in customer Account Management – Users can run this report for the customer in context and return detailed output for transactions associated with that customer.

- customer Order in Ticket Services – Users can run this report for the order in context and return all transactions associated with that order.
- Transaction in Ticket Services – Users can run this report for the transaction in context and return detailed output for that transaction.
- **Transaction Summary (PDF)** – A highly succinct history of transactional activity that occurred on the system within a defined date range. Transaction Summary can be invoked in the following contexts:
  - customer Account in customer Account Management – Users can run this report for the customer in context and return concise output for transactions associated with that customer.
  - customer Order in Ticket Services – Users can run this report for the order in context and return concise output for all transactions associated with that order.
  - Transaction in Ticket Services – Users can run this report for the transaction in context and return concise output.
- **Transaction Export** – A highly succinct history of transactional activity that occurred on the system within a defined date range, output as a single table and optimized for use in Excel. Transaction Export can be invoked in the following ways:
  - customer Account in customer Account Management - User can run this report for the customer in context and return CSV output for transactions associated with that customer.
  - customer Order in Ticket Services – User can run this report for the order in context and return CSV output for all transactions associated with that order.
  - Transaction in Ticket Services – User can run this report for the transaction in context and return CSV output for that transaction.
- **Describe the ability to search for ticket orders using any of the following criteria: customer name, email, phone number, account number, order information, transaction information, credit card number, seat information, ticket barcode, etc.**

ProVenue provides multiple ways to look up a customer or order when a customer calls. Both orders and customer accounts have a “simple search” and an advanced search lookup feature.

- customer Simple Search – A single text box is provided, the product will use the entry to lookup by name (portion of last name - portion of first name optional), phone number, account number, email address or credit card number. The product uses intelligent parsing rules to determine from the entry which search element to use.
- customer Advanced Search – The advanced search screen provides separate and distinct search fields for a user to enter search criteria. In addition to all the elements listed above, support is added for account type, alternate account ID, postal code, and Digital Access Card ID.
- Order Simple Search – Simple search for an order allows search by order ID, transaction ID, Delivery ID, external order ID, credit card, ticket barcode number, agency, customer, driver license #, loyalty card #, or Digital Access Card ID.
- Order Advanced Search – The advanced search provides all the criteria listed above and adds event criteria (event, section, row, and seat number), order created date range, sale type, and transaction type

The ProVenue ticketing system allows users to search for events based on a variety of client-defined keywords to ensure that events are quickly accessible. Once accessed, the ticketing system includes a one-click event details “pop-up” screen that can include unlimited event details, including restrictions, promotions, a synopsis, and venue-specific information so that operators can access additional event-specific information from official websites.

- **Describe procedures for the identification and merging of duplicate accounts. (Post conversion)**

The customer Merge utility provides the ability to combine customer accounts that have been identified as duplicates. For example, a customer might create an account for an initial ticket purchase online, and then a box office user may create a new, duplicate, account for subsequent ticket purchase. The customer Merge utility allows you to consolidate these accounts into a single account. The consolidation of customer records simplifies a variety of tasks for your ticketing operation, including account selection (for ticketing staff and for online customers), reporting, and marketing efforts.

The customer Merge utility:

- Is a web-based tool, hosted in Tickets.com data centers for clients who are managing events and customer information through the ProVenue ticketing platform.
- Is a file-based system requiring you to upload a specially prepared input file that identifies pairs of customer accounts to be merged.
- Applies account changes in real-time to your ProVenue instance and to ProVenueOnline, MyTickets, and MyProVenue, ensuring that both staff-facilitated transactions and self-service (online customer) transactions are up to date with the latest account information.
- Generates a log file of the successful account changes and any errors.

The customer Merge utility does not merge orders.

For box office users, the 'Prevent Duplicate Accounts' feature evaluates the primary contact email address entered by a ProVenue user to see if there is an existing account that has the same primary contact email address configured a notification can be enabled that presents options for either completing the customer account creation/update or selecting a previously created customer account. If a match is found, ProVenue notifies the user and presents options for either completing the customer account creation/update or selecting a previously created customer account.

## Ticket Operations

- **Provide a description of venue creation (both physical and digital), including seat maps (there are currently 24 venues, each with a variety of configurations (reserved seating, general admission, non- inventoried seating) with multiple price scales. Additional venues to be added.**

ProVenue supports the ability to have a virtually unlimited number of venues, each with multiple configurations. A master configuration defines a seat arrangement for a particular configuration of a venue which can consist of reserved, general admission and standing room only seating options. Relatively small differences in seat configurations can co-exist within a master configuration; each of these slightly different seat configurations is called a venue configuration. A single venue can have more than one venue configuration. Venue configurations offer the ability to enable or disable seats or even entire sections. A soccer stadium might have a venue configuration that enables all seats for high-capacity events like play-offs but disables some of these seats for lower demand events.

George Mason University's authorized users can add, disable, and move seats, add, or update scaling, configure best seat rankings and more within an easy to use, WYSIWYG designer.

Tickets.com will design the interactive seating map to be used through MyProVenue for online event sales.

- Describe event creation, buyer type creation, use of holds, and event manager processes, and what, if any, support is provided by the vendor. Describe any limitations on configurations or seat maps. If Flash was used to display seat maps or other features within ticketing software, what did vendor select to replace it?

ProVenue provides a full suite of administration tools and utilities for setting up and maintaining the system as well as providing support for special operations. George Mason University can set up venues, events, pricing, packages, users, permissions, etc. in an easy-to-use, browser-based user interface with no intervention from Tickets.com required.

**Event Administration** – Build new events (or copy from previous events) and specify Reserved Seating, General Admission, combined Reserved Seating and General Admission, or Non-Inventoried

Event Access provides a powerful and fine-grained security model for events. Associated events can be linked with "affinities" that create relationship rules between events for items such as seat quantity factors – e.g., buying one of Event A requires two of Event B.

Variable Date Events allow for the creation of one event item that inherits the date of an associated event at the time of sale – e.g., create a single generic "Hot Dog" variable date event, and when sold in conjunction with a conventional event, the system records the "Hot Dog" event with the conventional event date, providing a link for reporting.

Automated Event Acceptance for web sales – communicate new/updated event details on an automated schedule.

**Hold Code Management** – Utilities provide the ability to bulk apply changes to hold codes (including release to "open") across multiple events and to apply hold code templates across a range of target events.

**Buyer Type Configuration** – Buyer Types are used to define the price a customer pays for a ticket. Each event may have a default Buyer Type assigned by the Price Structure(s) the event utilizes. A user will need to select other Buyer Types to offer discounts or upselling opportunities.

**Graphical Seat Map Designer** – Allows export and import of manifests, color coding, rankings, scaling, and navigation map properties with a library of icons and text styling options, all configurable through a WYSIWYG, point-and-click interface that makes creating and modifying manifests extremely approachable to a non-technical user.

ProVenue utilizes HTML5 seating maps and MyProVenue uses .svg formatted files uploaded through ProVenue to display online. Legacy Flash maps are used currently for venue designer and ticket designer but will soon be brought back into ProVenue for servicing.

In addition to your primary dedicated Client Representative, Tickets.com offers a "centralized" support model. Operationally, George Mason University will be managed primarily through a dedicated Client Representative as well as through our Client Support organization. Support for Tickets.com clients is provided through a Multi-Tiered Client Support Team, enabling Tickets.com to offer prompt resolution to our clients' requests and as needed, triage and escalate requests quickly to resources that can address them in the most efficient manner. Our Client Support Team is staffed 24x7x365, allowing business critical needs to be addressed during off business hours. Issues received after hours will be escalated based on priority. The target for the availability of the service is 99.7%. This will be measured by the availability of Tickets.com to accept and respond to requests for assistance. The client portal is available for request submission twenty-four (24) hours per day. Requests will be monitored during business hours.

- Describe the ability to set package and event level access for all sales channels.

Package and event access is controlled at the season, event run or event level. ProVenue offers a fine-grain access model, where permissions for single, group and package access are set independently, and organizations can control the return of a ticket separately from the sale of a ticket. All these access items can be set as fixed date & times vs. relative to the event or package date.

- **Describe the ability to create non-inventoried, membership/loyalty, and registration events.**

Build new events (or copy from previous events) and specify Reserved Seating, General Admission, combined Reserved Seating and General Admission, or Non-Inventoried. Registration events can be created using non-inventoried events or "dummy events" to capture customer account information during a \$0 sales transaction. Use a membership or trait to target specific registration eligible customers using protected sales groups in MyProVenue.

Tickets.com also has developed functionality for Loyalty and Membership. This functionality allows for point allocation that is based on certain behaviors, such as purchases and/or ticket scans. Clients will have the option for creating either independent or integrated Loyalty and Membership programs. Loyalty point levels can be used to enable special events and/or to earn higher membership levels. Membership Programs can be configured to expire and can be renewed. Membership levels can be defined with a program and can be purchased or earned. Membership levels unlock special benefits, including early access to events, and can provide discounts on specific purchases. Memberships can specify a relative period or specific date that a membership will expire. If no date or period is set, the membership shall not expire (i.e., Lifetime membership).

- **Describe ability to upload events to the web site both individually and in bulk and indicate upload time and any restrictions.**

During the bulk event creation process, a user can create an unlimited number of events using a defined event as a template. All events created during this process will take on the attributes of the defined event, aside from Event Code and Event Date. Users can then make any necessary modifications to the created events, including updating the time. With ProVenue auto-acceptance, events can automatically populate on MyProVenue schedule pages with ease. ProVenue provides bulk tools to filter events by season, event run, event group or keywords and either block or remove blocking to allow auto- acceptance once events are published. Event upload intervals are live within a couple of minutes when auto acceptance is applied.

- **Describe the ability to process different payment methods through different sales channels with regard to PCI DSS compliance:**

Tickets.com's applications are certified as PCI Compliant. Tickets.com performs a PCI assessment to determine the compliance of their facilities with major Card Companies' published PCI security guidelines and requirements. Annual PCI DSS compliance validation is required for all Level 1 and Level 2 service providers.

Inclusion on Visa's Global Registry of Service Providers indicates that the service provider (Level 1) successfully validated PCI DSS compliance with an on-site assessment, based on the report of an independent Qualified Security Assessor (QSA) and has met all applicable Visa program requirements. Visa's registry of service providers can be found at: <http://www.visa.com/splisting/searchGrsp.do>.

- In person with a P2PE solution

Tickets.com provides support for encrypted card readers and keypads. Using this device, the card is encrypted on swipe, and ProVenue has a decryption key to process the card. As a result, unencrypted card numbers do not pass through a client's network. In the event of an unreadable card, a keypad which shall encrypt cards at the point of entry is also available.

- **Over the phone with a PCI compliant phone solution (ticket sellers must be able to accept credit card information over the phone).**

Credit cards can be stored in a customer's digital wallet for future transactions. The digital wallet can be used in both the back office and for online sales. customers can login and manage their cards – updating information, removing, or adding a new card. Ticket sellers and box office staff can complete transactions over the phone and store encrypted credit cards in the customer's digital wallet.

- **An online payment gateway for internet sales**

Tickets.com is proposing to process credit cards for George Mason University however, George Mason University may obtain their own processor relationship. Tickets.com utilizes Elavon's Gateway Solution (Fusebox) and First Data/Fiserv acquiring to process credit card transactions. When a cardholder enters their credit card into ProVenue, the transaction first goes through the Elavon Gateway and then to First Data/Fiserv acquiring, the actual credit card processor. The credit card environment is terminal capture. Throughout the day, transactions are sent to the processor for authorizations in real- time. Each night after midnight, authorized transactions for the prior day are batched and sent to their respective processors for settlement.

Tickets.com's ProVenue and online applications are certified as PCI Compliant. Tickets.com performs a PCI assessment to determine the compliance of their facilities with major Card Companies' published PCI security guidelines and requirements. Annual PCI DSS compliance validation is required for all Level 1 and Level 2 service providers. In accordance with Payment Card Industry (PCI) standards, all sensitive, cardholder data communications are secured by industry secure socket layer technologies or above using blowfish, an industry leading encryption technology. The Primary Account Number (PAN) is masked on entry and stored in encrypted form along with a salted hash. The card security code is passed as a part of the authorization stream but never stored. Users can find transactions and deliveries by entering a card number or swiping a card, the data is immediately hashed, and a lookup is performed on the hash. The previously stored encrypted number is never decrypted as a part of this process.

- **Describe the ability for mobile ticketing, in terms of point-of-sale for venue and for. What are the security procedures in place/how is it compliant with PCI-DSS regulations?**

Tickets.com does not currently offer a mobile ticketing point-of-sale solution. However, many of our clients deploy laptops and/or tablets for use as "line busters" or for use as remote or mobile box office stations. Many of our clients also make use of publicly posted QR codes that allow customers to scan QR code on their mobile device and immediately enter your purchase flow.

- **Describe the ability to set up a sales taxable item that would differentiate between product amount and sales tax amount.**

ProVenue provides an inclusive tax framework. Tax rates can be defined and assigned to events and service charges. Tax rate percentages can be pre-scheduled to have the rate

automatically changed based on certain dates. Native reporting includes four reports for inclusive tax, which summarize net inclusive tax by event, service charge, and tax rate, calculated based on net sales activity.

- Describe any limitations on the number of entities (e.g., venues, maps, buyer types, discounts, coupons, etc.) that can be created.

ProVenue offers a virtually unlimited number of created entities listed.

- Describe the ability to create custom payment plans and/or accept deposits for customer orders.

ProVenue supports the creation of flexible payment plans that can be used for both box office and online transactions. This includes support for packages, single and group tickets. Various permissions and settings determine which payment plans are in context for specific orders. For back-office sales, authorized users can be configured to create their own ad hoc payment plans if desired.

Payment plans can also be linked to scheduled payments where future installments are charged in mass via a utility to specific credit cards. Support includes the ability to use multiple cards for a single installment and/or different cards for each installment. The ProVenue product suite also supports automatic renewal functionality to help clients to retain season ticket members and donors from year-to-year and reduce the amount of time customers and box office staff spend processing renewals.

Robust receivable reporting includes balance, installment dates and aging information.

## ACCESS CONTROL

- Provide description of access control

Tickets.com uses a state-of-the-art admission software application developed for Android devices called Alfred. The application offers fast entry, better security, and complete data capture through the scanning of barcoded tickets in real time using wireless, handheld scanning devices.

### Wireless Scanning

- State-of-the-art handheld wireless scanners allow venue personnel to potentially scan anywhere in your venue, including VIP entrances and luxury suites.

### NFC Scanning

- Tickets.com is the first to develop, in conjunction with Apple and Infinite Peripherals, the technology to validate tickets using Near-Field Communication (NFC). NFC passes are available for both Apple Wallet and Google Pay passes.

### Built-in Security

- Reduce fraud, prevent loss
- All ticket sales are recorded and validated via scanning devices, admitting only authorized tickets. As a result, fraudulent ticket abuse is greatly reduced.

### Ticket Tracking

- Accountability
- Track tickets for single, multi-day, multi-location, and multi-entry events.

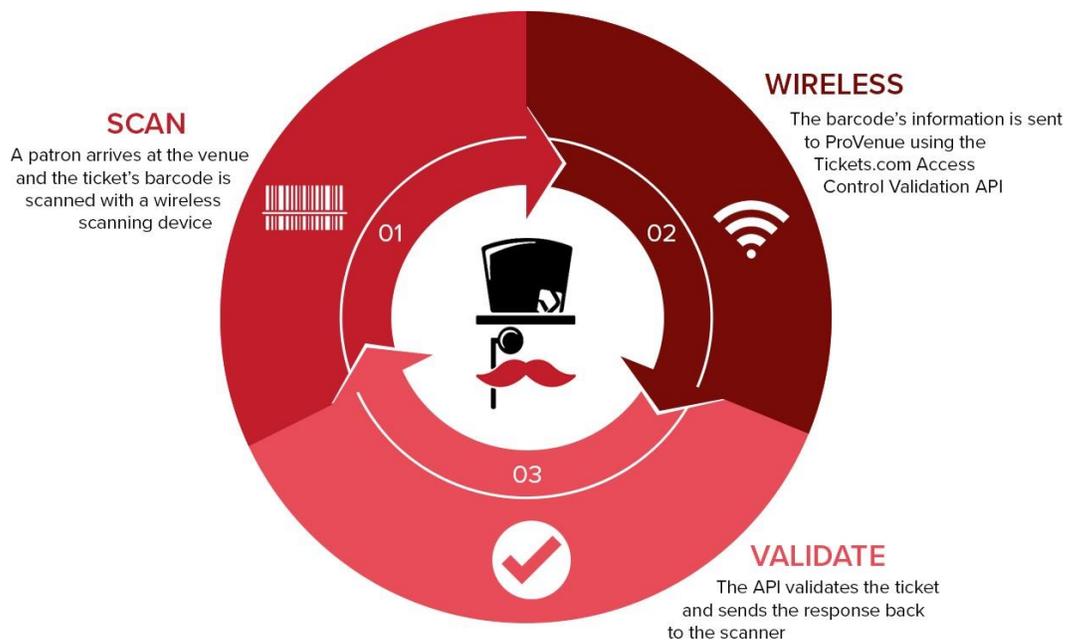
### Real-Time Reporting

- Instant Results
- Reporting capabilities include attendance, and unused tickets, providing timely understanding of attendance activity.

### How the Alfred Access Control system works:

Ticket transactions are completed on the ProVenue ticketing system resulting in a barcode, or changes in validity of an existing barcode. Wireless scanning devices read the barcodes and via a wireless or cellular network, the barcode is sent to ProVenue, using the Tickets.com Access Control Validation API, to validate the ticket. The API validates the ticket and sends the response back to the scanner.

Ticket scan history is updated in ProVenue. Users can view and run scan reports through ProVenue using a browser. See below diagram:



- Alfred Scanning Device Responses
  - Handheld scanning devices (Android) run an application called Alfred. After a ticket has been scanned, Alfred provides instantaneous intuitive audio and visual responses, eliminating any confusion if a ticket is Valid or Invalid.
- Valid Response
  - A Green background with a white checkmark appears.
  - A single “chime” tone sounds.
- Invalid Response
  - A Red background with a white exclamation point “!” appears.
  - A double “chime” tone sounds.
- Alternate Ticket Media Validation
  - Alfred supports the validation of alternate ticket media including validation of tickets sent to a cell phone as well as tickets added to Apple Wallet’s app.

### Barcode Strings, Formats, and Symbolologies

ProVenue tickets utilize a thirteen-character alpha-numeric barcode string. This string

contains an event specific prefix, several random characters, and includes a checksum. Both the prefix and checksum are utilized as part of any offline validation. Barcode values are unique per ProVenue instance and will only ever be associated with a single event.

Tickets printed at the box office are encoded using the Code 128 barcode symbology. All other types of tickets, including Tickets@Home, MyProVenue and MyTickets allow for barcodes encoded using 2D symbologies such as PDF417 and QRCode.

Tickets.com also supports an enhanced barcode string. Enhanced barcodes allow us to represent different kinds of objects such as tickets and our Digital Access Card. Like the data encoded on a magnetic stripe, each enhanced barcode string contains the unique ticket or card identifier along with various supporting data elements (ex. client identifier, seat location, customer name, etc.). These elements can be utilized for additional decision making or security by downstream systems such as access control or stored value. Because of the amount of data included in the barcode string, a 2D symbology must be used when presenting enhanced barcodes.

- **Describe Access Control capabilities, including the ability to scan tickets remotely (away from Wi-Fi receivers) and have the ticket counts uploaded once scanners are back in range of receivers.**

The Alfred Access Control Solution by Tickets.com supports connecting to a Wi-Fi network as well as a cellular data connection to validate tickets. Currently, we have a number of clients including the Society of the Performing Arts, San Francisco Giants, and Augusta GreenJackets running Alfred over a 4G cellular network to validate tickets.

If your scanner loses its network connection it will continue to operate, but in offline mode. In offline mode, scans are stored on the handheld. Offline scans will automatically upload once reconnected to the network.

- **Describe the ability to scan on mobile devices.**

The Alfred Access Control solution utilizes Android based hand-helds from Zebra or Janam.

- **Describe the ability to upload barcode/QR codes from other systems such as CampusGroups OR the ability to scan barcodes/QR codes from multiple sources on the same devices.**

ProVenue tickets utilize a thirteen-character alpha-numeric barcode string. This string contains an event specific prefix, several random characters, and includes a checksum. Both the prefix and checksum are utilized as part of any offline validation. Barcode values are unique per ProVenue instance and will only ever be associated with a single event. With the current Gatelink Access Control solution, venues may upload barcode files to

import in conjunction with ProVenue generated barcodes. Alfred Access Control solution only allows for barcode validation from ProVenue generated barcodes.

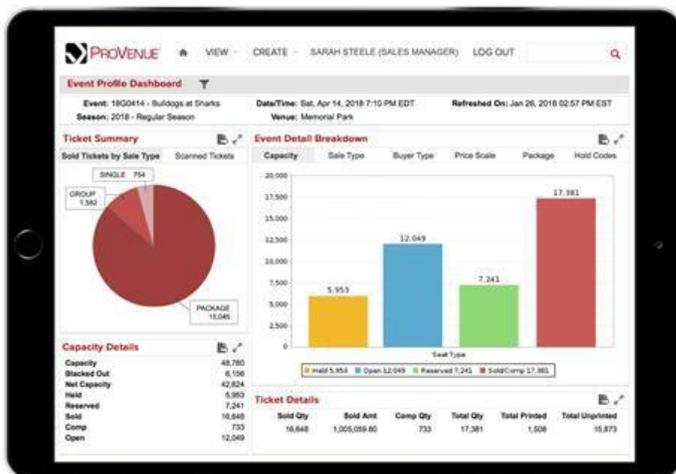
- Describe any ability to validate group tickets with a single scan.

Tickets.com supports a 1:1 ratio for scanning ticket barcodes. At this time, Tickets.com does not have a feature to support multiple ticket validation with a single scan.

- Describe capabilities for real time monitoring and post event reporting.

Access control functionality is provided via Alfred, Tickets.com's own solution for scanning and validating tickets. ProVenue provides Alfred with updated ticket and barcode information for all current and future events in real time. Thus, any action that changes the validity of a barcode is provided to Alfred automatically. In addition, records for every attempted ticket validated are passed back to ProVenue by Alfred. Scan information can be reported on in ProVenue, as well as in the ProVenue Reporting Portal thereby providing event management with data to determine how many customers have entered the venue. Event data is also passed from ProVenue to Alfred on a periodic basis.

The ProVenue Reporting Portal is available via desktop and tablet interfaces. The Event Profile Dashboard provides summarized metrics for an event, included the number of scanned and unscanned tickets. In addition, the Scan Media Summary report provides the number of scanned and unscanned tickets by event and delivery method.



## REPORTING

- Provide an overview of the reporting functions of the software with listings of standard reports as well as possibilities to create custom/ad hoc reports and dashboards.

Reporting in ProVenue is powerful and highly flexible. When configuring ProVenue, the client may define virtually unlimited data points and groupings related to tickets, users, events, and packages, and then use these categories as input parameters to filter report output for specific purposes – for example, a sales report that includes tickets in premium price scales only, and only for events of a particular class.

### ProVenue Reports

The ProVenue report catalog in the native ticketing product comprises more than 150 predefined, real-time reports. Permissions surround what reports a user has access to, as well as the data within the reports. Users run these reports as desired and can set up saved parameters.

ProVenue Reports provide two different types of output. PDF reports summarize information and are formatted for professional use. CSV reports provide the data in its raw form. The file lets you open the information in excel for you to create your own pivot tables or import information into third party applications.

### ProVenue Reporting Portal

Our ProVenue Reporting Portal is a standalone, browser-based reporting interface implemented using state-of-the-art open source reporting technology and offering several extended options not available in the native product. Reports can be run in real-time or scheduled and delivered via e-mail or FTP. Access to the reporting portal can be granted to outside users, including promoters. Additionally, the ProVenue Reporting Portal hosts an Event Profile Dashboard, as well as an Ad-Hoc Designer to create custom data exports for further reporting options. The ProVenue Reporting Portal provides reports in CSV, PDF, XLS and XLSX formats.

- Describe sales reports.

The Event Sales Summary reports contain summarized information about cumulative ticket sales and ticket sales over a defined transaction date range. Reports contain count and revenue data for an event or events, and can be broken out by buyer type, price scale, change, agency, section and/or order paid status. Event Sales Summary reports are available in the ProVenue Reporting Portal and can be delivered on a scheduled basis via e-mail.

- Describe procedures for exporting data (e.g., mailing lists) while using a protected network in regard to data security

ProVenue data can be imported/exported to other third-party systems.

### Import

From inserting/creating sales data to updating or creating customer records, Tickets.com has a number of utilities to allow for the import of data into ProVenue via a CSV file. Tickets.com will work closely with George Mason University to help leverage these utilities.

## Export

ProVenue offers a vast array of reports and exports to suit any venue's needs. Our reports are exported into a CSV format which can be tailored and modified to be ingested into other systems. Data from the exports include, but are not limited to, sales, inventory, orders, transactions, and customer data (e.g., name, address, email, phone, etc.).

## Third Party Systems

Through our Registered Developer Program, we offer integrators and clients, who join the program, the ability to build applications and integrations, leveraging our REST-based APIs, Data Replication product, Data Feeds, and Real-time Messaging. We currently have integrations with a continually growing number of third-party systems.

- **Describe the available file types for data exports**

A variety of output formats are available for each report, including PDF, XLS, XLSX, CSV, and embedded HTML (for reports delivered by email).

- **Describe creation of reports with variable exclusion and inclusion functions.**

Reporting in ProVenue is powerful and highly flexible. When configuring ProVenue, clients may define virtually unlimited data points and groupings related to tickets, users, events, and packages, and then use these categories as input parameters to filter report output for specific purposes – for example, a sales report that includes tickets in premium price scales only, and only for events of a particular class. Most reports are available in a PDF format, and a subset of reports can be exported to a CSV file allow for manipulation in a third-party application (e.g., Microsoft Excel).

The ProVenue Reporting Portal allows end users to use the Ad-Hoc report designer to build their own customized reports against highly summarized domains.

Data is stored in ProVenue indefinitely, allowing George Mason University to run historical reports directly from the system.

If these options are insufficient, Tickets.com is happy to discuss with George Mason University any custom reporting needs over and above what is available through ProVenue reporting and the Reporting Portal (over 180 reports). Additional fees may apply based on the desired report output at Tickets.com's then prevailing rates.

- **Describe creation of reports of accumulated marketing information.**

There are a variety of reporting and tracking options to help understand your customers, and market to them at the right time. The Tickets.com tracking system within ProVenue stores various levels of customer information across verticals using specific tracking codes. This allows us to provide detailed reporting on many analytical data points. Additionally, campaigns launched on other media channels such as social media can be traced back to orders in ProVenue® by means of a marketing source code. The ProVenue system also allows for integration with Google Tag Manager, allowing you to understand more about your customers, and target your marketing accordingly.

- **Describe any ability to schedule reports and email them.**

The ProVenue Reporting Portal is a standalone, browser-based reporting interface implemented using state-of-the-art open source reporting technology and offering several

extended options not available in the native product, including Report Scheduling, allowing users to schedule any report to be delivered by email and/ or saved to a repository at custom intervals

- **Describe and ability to export data from non-ticket office location**

Remote access to the ticketing system can be obtained using an SSL VPN connection. All reports and functionality are available through this connection. In addition, the ProVenue Reporting Portal can be accessed remotely without an SSL VPN connection. The Reporting Portal provides a subset of reports that are available in desktop and tablet interfaces.

ProVenue can be accessed 24/7, and George Mason University has control of all permissions for events and customer data.

- **Describe any ability for automated weekly ticket sales reports, including all revenue, that match the amount of the weekly remittance (assuming it is done weekly), and the ability to account for payment plans within the revenue structure.**

The Event Sales Summary reports contain summarized information about cumulative ticket sales and ticket sales over a defined transaction date range. Reports contain count

and revenue data for an event or events, and can be broken out by buyer type, price scale, change, agency, section and/or order paid status. Event Sales Summary reports are available in the ProVenue Reporting Portal and can be delivered on a scheduled basis via e-mail. Payment Plan revenue is lumped into total sold ticket sales numbers within Reporting Portal for scheduled reports. If more granularity is needed, ProVenue core reports offers many payment plan specific reports and exports to choose from.

- **Describe in detail how the software handles daily, weekly, monthly, and individual seller reconciliation reports, event settlement procedures (with number of ticket sales per event, dollar value of ticket sales per events, and service charges per event) and troubleshooting capabilities; including the ability to separate sales for each venue/sales channel for accounting purposes.**

Comprehensive reconciliation processes ensure that all ticket revenue and fee distributions are allocated according to contract agreements. This process includes reconciling the ticketing systems, the Tickets.com Settlement System, and the transaction detail from our payment processing gateway provider, Elavon. The three systems are compared, and variances investigated, adjusted, and reconciled. Funds are then sent to clients through ACH. This process is performed by our Financial Operations – Settlements team. Cash receipts/disbursements are reconciled by our accounting team enforcing segregation of duties. Monies are held in escrow for the week and disbursed to George Mason University at the end of the week. Processing through Tickets.com also includes fraud detection and prevention as well as chargeback dispute resolution. Tickets.com is happy to discuss our settlement process in more detail.

In addition, ProVenue includes several native settlement reports that can be used for operator reconciliation—the foremost being User Balance, which provides a holistic view of transactional activity during any date/time range specified by the report user. Payment reports can return individual payments, summarized payment amounts, and payment activity as distributed among tickets and service charges. Credit and receivable reports can be used to report outstanding account credits and unpaid orders, optionally grouped by number of days “aged” or past due.

## SUPPORT

- **Provide thorough start-up and ongoing training support.**

As a current Tickets.com client, additional training will be provided as needed.

- **Describe details of the initial training program including expected total training time for different levels of users.**

As a current Tickets.com client, additional training will be provided as needed.

- **Provide box office consultation and training, as may be required. Describe amount of notification required.**

As a current Tickets.com client, additional training can be provided as needed. Your dedicated Client Services Representative can coordinate virtual training sessions or in-person training if needed.

- **Provide hardware and software support services.**

In addition to your primary dedicated Client Representative, Tickets.com offers a “centralized” support model, the cost of which is included in the financial proposal. Operationally, George Mason University will be managed primarily through a dedicated Client Representative as well as through our Client Support organization. Support for Tickets.com clients is provided through a Multi-Tiered Client Support Team, enabling Tickets.com to offer prompt resolution to our clients’ requests and as needed, triage and escalate requests quickly to resources that can address them in the most efficient manner. Our Client Support Team is staffed 24x7x365, allowing business critical needs to be addressed during off business hours. Issues received after hours will be escalated based on priority. The target for the availability of the service is 99.7%. This will be measured by the availability of Tickets.com to accept and respond to requests for assistance. The client portal is available for request submission twenty-four (24) hours per day. Requests will be monitored during business hours.

The Client Representative and Client Support organization provide front line support for our clients and are primarily based in Syracuse, NY. This team provides support to nearly 400 clients in North America. Client support work requests are initiated to this team via ServiceNow (Task Ticketing) Client Portal, email, or phone call. Workflow is tracked via ServiceNow (Task Ticketing). Issues (or incidents) shall be immediately triaged and tracked using ServiceNow. Incidents are managed from inception to assessment and triage to resolution and will include best practices based on impact parameters. Tickets.com seeks to minimize mean time to resolution. Client Support Services can be reached at 1-800-899-1036, opening a ticket through our client ServiceNow portal and/or by emailing: askprovenue@tickets.com.

Support is responsible to and for:

- Hardware and Software assistance
- Service level management
- Availability and capacity management
- Configuration management
- Business continuity and financial management
- Knowledge management

- Incident and problem resolution
- Change and release management
- Customer relationship management

Our support desk based in Syracuse, NY is available Monday - Friday, excluding holidays, between 9:00 AM and 9:00 PM Eastern Time/ The Support Team can be contacted via phone, email or the Service Now® Self Service Client Portal

All Tickets.com Support Desks provide 24-hours per day, 7-days per week phone support for business-critical matters. The Tickets.com Network Operations Center is based in Costa Mesa, CA and is the global Network, Application and Database monitoring resource team. The NOC is staffed 24-hours per day, 7-days per week and effectively utilizes predictive alerts and notifications, communication, and resource management as preventative measures to significant incidents. The NOC is responsible for:

- Monitoring various enterprise, application, database, and network level systems using a variety of tools.
- Monitoring network infrastructure routers, switches, and interfaces.
- Acting as a single point of contact, escalation, and resource management for significant incidents.

- **Describe standard hours of operations for support.**

Support for Tickets.com clients is provided through a Multi-Tiered Client Support Team, enabling Tickets.com to offer prompt resolution to our clients' requests and as needed, triage and escalate requests quickly to resources that can address them in the most efficient manner. Client support work requests are initiated to this team via ServiceNow (Task Ticketing) Client Portal, email, or phone call. Business hours for the support team are 9 AM - 6 PM Eastern daily.

- **Describe procedures for emergency support with contact lists.**

Tickets.com provides 24-hours per day, 7-days per week phone support for business-critical matters through our Network Operations Center (NOC) based in Costa Mesa, CA. The Tickets.com (NOC) is the global Network, Application and Database monitoring resource team. The NOC effectively utilizes predictive alerts and notifications, communication, and resource management as preventative measures to significant incidents.

- **Describe average response time for routine as well as emergency support services.**

System Availability Uptime – 99.7%

Support Response Times:

| Grade                | Response          | Resolution (or mutually acceptable workaround) |
|----------------------|-------------------|------------------------------------------------|
| Critical Malfunction | Within 30 minutes | Within 24 hours of the request                 |
| Major Malfunction    | Within 1 hour     | Within 72 hours of the request                 |

|                   |                                  |                                       |
|-------------------|----------------------------------|---------------------------------------|
| Minor Malfunction | Within 4 hours                   | Within 10 working days of the request |
| Advice Request    | Within 2 working days of request |                                       |

These response times are for calls logged during our normal operating hours. Emergency support calls are available 24-hours per day, 7-days per week on a global level.

- Description of the response time by vendor for support or additional services.

| Grade                | Response                         | Resolution (or mutually acceptable workaround) |
|----------------------|----------------------------------|------------------------------------------------|
| Critical Malfunction | Within 30 minutes                | Within 24 hours of the request                 |
| Major Malfunction    | Within 1 hour                    | Within 72 hours of the request                 |
| Minor Malfunction    | Within 4 hours                   | Within 10 working days of the request          |
| Advice Request       | Within 2 working days of request |                                                |

- Description of what processes require client support vs can be handled in house

ProVenue is a robust ticketing system featuring scalability for any venue. With the introduction of auto acceptance of events into MyProVenue, ProVenue is a full self-service platform from the creation of events, venues, buyer types, and hold codes to protected sales groups, loading images and text. Utilize ProVenue utility functions to complete actions in bulk, virtually all commands are at your fingertips. Client Support will be happy to provide training, best practices, or moderations to MyProVenue features and confirmation emails as the need arises.

## ADDITIONAL FUNCTIONS

### Marketing

- Digital marketing capabilities, such any available interfaces with social media integration (FB, Instagram, YouTube priorities), digital campaigns, and pixel tracking. Describe any integrated email capabilities.

Tickets.com's CrowdConnect is a state-of-the-art email marketing platform with tools to help you easily build, manage, deliver, and track responsive, and segment campaigns across multiple marketing channels. The custom dashboard beautifully displays the success of clients' campaigns. Our highly sophisticated marketing automation tool helps you create the most personalized campaigns based on a customer's digital behavior, social interaction, and sales data from ProVenue. CrowdConnectPlus is a premium integration option for Tickets.com clients that use both ProVenue and CrowdConnect to integrate customer account data with Subscribers in CrowdConnect. It is seamless integration with the ProVenue ticketing management software that offers improved marketing precision

and verified subscriber data, including synchronizing those that opted out.

- **The ability of integrated email, preferably with EMMA or Constant Contact, to send post- transaction confirmations for all sales channels. Describe automated email capabilities including real-time audience list updating for automated emails**

**CrowdConnectPlus™** – CrowdConnectPlus is a premium integration option for Tickets.com clients that use both ProVenue and CrowdConnect to integrate customer account data with Subscribers in CrowdConnect. CrowdConnectPlus does not require manual data processing. It is a seamless integration with the ProVenue ticketing management software that offers improved marketing precision and verified subscriber data, including synchronizing those that opted out.

- **Automated Subscriber Import** – Automated, one-way communication of basic customer account details (i.e., name, address, email, phone number), updated regularly from ProVenue to CrowdConnect.
- **Data Protection Synchronization** – Automated, two-way synchronization of Data Protection preferences (opt in/out), matching customer account Data Protection settings in ProVenue with CrowdConnect List Subscription ‘events’.
- **Customer Trait Information** – customer Trait data to the automated updates sent to CrowdConnect, enhancing George Mason University's use of Segments (targeting VIP or Donor accounts, for example). (coming soon)
- **Purchase History** – Automatically supplies ticket sales and reservations data to CrowdConnect, including summarized monetary values and ticket quantities, further enhancing George Mason University's use of segments.

For example, it will allow George Mason University to target lapsed season ticket holders based on a customer's past spending habits. (coming soon)

- **Ability to track advertising and conversions using Google Tag Manager; Describe any capabilities and/or constraints for this. For example, can this be placed for individual performances, series, venues?**

Our online responsive sales flow, MyProVenue, supports an integration with Google Tag Manager. Google Tag Manager supports cross domain tracking. By providing Tickets.com your Google Tag Manager (GTM) Account and the Google Analytics Tracking ID, information from MyProVenue will flow automatically to your Google Analytics account. MyProVenue sends customer activity and Enhanced Ecommerce data to Google Tag Manager where the tags you create (in a Container) then direct the data to your reporting platform for analysis. In addition, Google Tag Manager supports custom tags for tracking items like Facebook pixels.

- **Google Analytics integration**

Our online responsive sales flow, MyProVenue, supports an integration with Google Tag Manager, allowing you to measure the number of times a page is viewed, learn how customers interact with account sign-up features, find trends associated with abandoned shopping carts, identify activities that result in completed transaction, and more. By providing Tickets.com your Google Tag Manager (GTM) Account and the Google Analytics Tracking ID, information from MyProVenue will flow automatically to your Google Analytics account.

Additionally, campaigns can be tracked back to orders in ProVenue by means of a marketing source code. This functionality is in real time.

- **CRM – some database/customer management capability. Describe ability for non-ticketing staff to access and customize data.**

Limited access permissions can be given to any staff member to view or update customer account information in ProVenue. Account level contacts can store attributes including, name, address, email, phone, date of birth. Notes can be left on the account or order level to document customer interactions. Furthermore, interaction date and follow up date can be set on the Notes level. Our Registered Developer Program also supports integrations with the following CRM applications: Fan Manager, Kore Systems, MTP Software, Qualex and TixTrack. In addition, there are a number of CRM providers/companies that are active members in the Registered Developer Program at various stages in their development. Each partner/application has a unique integration with Tickets.com. Please defer to each third party for CRM feature/application specific questions.

- **Customization for purchase path communications such as the white-label ticket site and confirmation emails. Customization must include venue- specific branding. Describe the level of customization available and flexibility**

As with your current setup, Tickets.com will provide a white label website that will be uniquely branded for George Mason University. The ticketing pages can display George Mason University's logos, venue images, and event information all through our robust, customized styling, allowing each step in the sales process to be fully branded according to George Mason University's requirements. Branded confirmation emails can be venue specific including all image, styling, text, and advertisements. Furthermore, Tickets.com can provide event level override edits to confirmation emails and tickets formats.

- **Data history retention**

Data is retained within ProVenue indefinitely, aside from items such as PDF invoices and credit card data. Data retention has no impact on system performance. Reporting can be performed on past data the same as current year data. In addition, all notes, orders, traits, etc. can be viewed in a customer's account indefinitely.

- **Ability to easily identify 1st time purchasers, specific to each venue (CFA and Hylton)**

The customer Trait Management tool in ProVenue is a robust query tool that allows clients to perform advanced segmentation tasks. Data that is available to segment and target ticket buyers includes ticketing history, events purchased, quantity of seats, and amount spent. With CrowdConnect, George Mason University could send targeted e-mails to first time buyers. CrowdConnect can easily deploy campaigns based on many characteristics or behaviors. You can deploy a campaign based on a set of rigid parameters such as date, time schedule and/or you can deploy using widely variable less rigid parameters. Examples are: Send via thresholds in an A/B test against subject or content, deployment based on customer location (ex. zip), preference (ex. alumni + donor + football), birthday, click behavior, etc. Using Marketing Automation, CrowdConnect can target send using exact customer variable information, from a drag and drop logical sensibility, using all the previously noted parameters and more. CrowdConnect can leverage tags and create a very personal message based on specific and variable customer data.

- **Any promotional opportunities that could be provided for Mason**

Tickets.com provides numerous ways to help you promote and market your events.

**E-Mail Marketing** – Drive revenue and engage with your customers through CrowdConnect™, our cloud-based email marketing platform. Quickly and easily build, manage, and deliver responsive campaigns across multiple marketing channels. CrowdConnect allows marketers to execute effective and engaging campaigns with features including Drag and Drop Editor, Lifecycle Mapping, Marketing Automation, Behavior Tracking, Dynamic Content, Behavioral Personalization, A/B Testing, Reporting, Unlimited Data Storage and much more.

**Dedicated E-mail Campaigns** – We'll work with you to test, send, and retarget email messages to the Tickets.com database consisting of millions of customers targeted based on geography and interest. Using engaging and compelling content about your venue and event updates we offer dedicated Tickets.com email campaigns.

**Tracking and Reporting** – There are a variety of reporting and tracking options to help understand your customers, and market to them at the right time. The Tickets.com tracking system within ProVenue stores various levels of customer information across verticals using specific tracking codes. This allows us to provide detailed reporting on many analytical data points. Additionally, campaigns launched on other media channels such as social media can be traced back to orders in ProVenue® by means of a marketing source code. The ProVenue system also allows for integration with Google Tag Manager, allowing you to understand more about your customers, and target your marketing accordingly.

**Organic Social Media** – Using first-party data we engage followers daily with dynamic content driven by the exciting headlines and curated experiences from the world's live entertainment venues and artists.

**Web Banners** – We also offer web-banners on the Tickets.com homepage to help support your events

**Digital Media Agency** – Tickets.com and our trusted partner, Fan Interactive Marketing, are dedicated to helping venues effectively reach their customers through agile digital marketing campaigns. With digital advertising focus we offer services to market your events to the right audience. From Search Engine Marketing (SEM), Digital Programmatic Display Ads, Social Media Advertising, and more we can prospect, retarget, and deliver the highest return-on-investment for venues.

- Strategic Planning – We work with you to understand your goals, and market your events at the right time on the right platform
- Search Engine Marketing (SEM) – Using Google Ads, keywords or retargeted ads, message your on-sales at the best time with a multichannel approach.
- Digital Programmatic Display Ads – Programmatic display ads help you drive ticket sales and provide you with measurable results and deeper understanding of who your customers are.
- Retargeting – Place ads that follow your prospects around the internet
- Social – Social media advertising allows you to target users based on interests, behavior, and more. Discover new customers as well as access your customers at the right time in the buying process. In addition to your platforms, we help you promote events to our unique Tickets.com audiences through re-targeting.
- And more – Regardless of the platform, we will leverage the systems and tools available to help drive your ticket sales.

## Development

- **Discuss the ability for ticketing system to connect/communicate with Affinaquest, powered by Salesforce.**

Tickets.com does not currently have a integration with Affinaquest. However, through our Registered Developer Program, we offer third-party developers and clients who join the premium program the ability to build applications and integrations, leveraging our REST-based APIs, data replication, data feeds, and real-time messaging. We currently have integrations with a growing number of third-party systems.

- **Ability to transfer data between ticketing system and Salesforce database, and to customize fields for a report so it could match whatever we're comparing it to.**

Via Tickets.com's Registered Developer Program, clients and third-party developers have access to productized data feeds and Open-Source APIs which allow for seamless transfer of data between ProVenue and third-party applications such as Salesforce. Tickets.com also offers ProVenueForce, a near real-time integration with Salesforce.

- **Ability for development staff to view comprehensive customer information: ticketing history, seat locations, full contact information, etc.**

Users are assigned various roles and permissions which limit the information available to users on a need-to-know basis. Information related to specific customer accounts, events, packages, and order information are all able to be protected so that only privileged users can view this data. Users are assigned to "portal roles" which controls outright navigation to certain areas of the product. Portal roles are pre-defined by Tickets.com.

- **Ability of staff to pull reports by customer or event**

Reporting in ProVenue is powerful and highly flexible. When configuring ProVenue, the client may define virtually unlimited data points and groupings related to tickets, users, events, and packages, and then use these categories as input parameters to filter report output for specific purposes – for example, a sales report that includes tickets in premium price scales only, and only for events of a particular class.

### **ProVenue Reports**

The ProVenue report catalog in the native ticketing product comprises more than 150 predefined, real-time reports. Permissions surround what reports a user has access to, as well as the data within the reports. Users run these reports as desired and can set up saved parameters.

ProVenue Reports provide two different types of output. PDF reports summarize information and are formatted for professional use. CSV reports provide the data in its raw form. The file lets you open the information in excel for you to create your own pivot tables or import information into third party applications.

### **ProVenue Reporting Portal**

Our ProVenue Reporting Portal is a standalone, browser-based reporting interface implemented using state-of-the-art open source reporting technology and offering several extended options not available in the native product. Reports can be run in real-time or scheduled and delivered via e-mail or FTP. Access to the reporting portal can be granted to outside users, including promoters. Additionally, the ProVenue Reporting Portal hosts

an Event Profile Dashboard, as well as an Ad-Hoc Designer to create custom data exports for further reporting options. The ProVenue Reporting Portal provides reports in CSV, PDF, XLS and XLSX formats.

## Finance

- **Any ability to interface with Ellucian Banner to deposit the ticket sales directly into an assigned GMU account number.**

Ellucian Banner is not a current integrator with Tickets.com, However, through our Registered Developer Program we offer integrators and clients the ability to build applications and integrations leveraging our REST-based APIs, Data Replication product, Data Feeds, and Real-time Messaging. We currently have integrations with a continually growing number of third-party systems. Tickets.com would welcome a continued conversation with Ellucian as a future integrator in the Registered Developer Program.

## Digital Content/Streaming

- **Does vendor have a native streaming platform, API with any streaming platforms, or any other integration or relationship with streaming platforms to have a paywall for streamed programming by venue?**

Tickets.com does not have a native streaming solution. However, through our Registered Developer Program we offer third-party developers and clients who join the premium program the ability to build applications and integrations, leveraging our REST-based APIs, data replication, data feeds, and real-time messaging. We currently have integrations with a growing number of third-party systems. With customers now utilizing multiple channels to make purchases, Tickets.com also supplies an omni-channel distribution system through the RDP program that allows customers to complete purchases or receive orders from any channel they choose. Tickets.com would welcome the continued conversation to explore possible streaming integrators through the RDP.

# COST OF SERVICES

## Term

Three (3) years with two (2) one (1) year renewal options

## Scope

### Implementation, training, 24/7 Software Support and all Software Upgrades

- Tickets.com's best-in-class service begins well prior to selling a ticket from the ProVenue platform. We will work with George Mason University to design a transition plan that sets the tone for our partnership and mutual success, placing high emphasis on communication, transparency, and training. Support for Tickets.com clients is provided through a Multi-Tiered Client Support Team.
- All applicable software enhancement and upgrade version releases at no additional charge. We strive to provide multiple major releases each year per primary application with supplemental and discrete minor releases on a modular basis per month or quarter for new features or fixes.

### ProVenue Ticketing Software

- Tickets.com offers the advanced ProVenue ticketing platform, which serves as the core of a comprehensive suite of integrated features, products and services that will help George Mason University enhance ticket sales, marketing efforts and the overall customer experience.

### MyProVenue & MyTickets

- MyProVenue is a next-generation web application devoted to optimizing the customer's desktop and mobile ticketing experience. The responsive interface streamlines everything from buying tickets to managing tickets and account preferences.
- Tickets.com will include one (1) white-label site and up to five (5) graphical maps.

### Alfred Access Control Software

- Alfred is the proprietary all-in-one access control solution provided by Tickets.com for ticket validation. Our service not only provides the ability to validate traditional barcodes, but also to validate digital tickets and contactless tickets via the convenience of Near Field Communication (NFC).

### CrowdConnectPlus E-mail Marketing Application

- CrowdConnect, a cloud-based e-mail marketing platform, provides venues with the tools they need to build, execute, and track email campaigns. CrowdConnectPlus adds a direct integration of customer data from ProVenue to CrowdConnect.
- Tickets.com includes up to 2.5 million annual emails at no added charge.

### ProVenueForce

- ProVenueForce is a near-real time integration with salesforce.com. Users can access ProVenue data on the account and order level as well as the ProVenueForce box office product through the Salesforce application without having to leave the Salesforce portal (Premium Product – additional fees apply).

### Equipment

- Tickets.com, as current provider for George Mason University, provides the following hardware at no cost to the University. Tickets.com will grant ownership of the hardware listed below to George Mason University. *(Please note that as part of new agreement, Tickets.com will be replacing current GateLink Access*

Control solution with Alfred Access Control solution and provide new access control hardware.)

- 19 handheld Motorola scanners
- 5 multi-port chargers
- 3 access points
- 2 access control servers
- 5 extra batteries
- 3 single chargers
- 18 BOCA printers
- 9 PCs (with monitor, keyboard, credit card swipe)
- Tickets.com also provides 5 thin client workstations (with monitor, keyboard, and credit card swipe) at a cost of \$85.00 per month per unit rental fee.
- As part of new agreement, Tickets.com will provide the following hardware at no cost to George Mason University
  - 15 Alfred Zebra TC26 handheld scanners
  - 3 five port Alfred charging stations
  - 15 SOTI annual licenses
- The following hardware is available to George Mason University for purchase at the prices quoted below (plus any applicable taxes and shipping)
  - Thin client workstation (with monitor, keyboard) - \$85.00 per unit monthly rental fee
  - PC workstation (with keyboard, monitor, mouse) - \$1500.00
  - Laptop workstation - \$1950.00 - \$2450.00
  - BOCA Lemur-S ticket printer - \$1600.00
  - Magtek encrypted credit card swipe - \$200.00
  - Alfred Zebra TC26 handheld scanner - \$804.50
  - Alfred five port charging station - \$673.75
  - Alfred single port charging station - \$290.00
  - Alfred SOTI license (required for each Alfred handheld device) - \$90.00 annually

### **Connectivity**

- Tickets.com will provide ten (10) SSL VPN licenses which can be used to connect users onsite or at remote locations. If needed, George Mason University will be responsible for primary network connection in the form of a Site-to-Site VPN between venue and Tickets.com

## **Charges and Revenue Opportunities**

### **Implementation Fee**

- Waived

### **Annual Subscription Fee**

- Waived

### **Credit Card Processing & Alternate Payments**

#### **Options:**

- Visa/MasterCard/Discover processed by Tickets.com at 2.55% of gross proceeds



- American Express processed by Tickets.com at 2.50% of gross proceeds
- George Mason University can elect to use any of the following payment methods at the following rates:
- PayPal at 2.55%
- ApplePay at 2.55%
- Google Wallet at 2.55%

### **Internet Fees**

George Mason University has full discretion to set any fees or service charges. Fees due to Tickets.com for internet sales are as follows:

- Single tickets and vouchers
  - \$2.25 per internet ticket for single tickets
  - \$1.00 per voucher purchase and \$2.25 for voucher redemptions
  - \$1.00 per internet ticket for online exchanges
  - \$0.00 per internet student comp ticket (up to 50,000 annually)
- Subscription per package fee
  - \$1.25 per package seat fee
- Donations
  - \$0.00 per donation
- Consignback
  - 10% of original ticket price
- Memberships
  - 10% of any Membership price

George Mason University has full discretion to set any consumer fees or service charges.

This quote will remain valid for 90 days.

# Thank You.

## Stay Connected

