

Execution Copy

TICKETING AGREEMENT

This Ticketing Agreement (this "Agreement"), effective as of April 8, 2016 (the "Effective Date"), is between [REDACTED] Tickets, LLC, with principal offices at [REDACTED] do Avenue, Santa Monica, CA 90404 ("Licensor") and [REDACTED] as, Inc., with principal offices at 7132 Royal Lane, Knoxville, TN 37918 ("Licensee"). Licensor and Licensee are referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS,

- A. Licensor is the developer of the Licensor Product and the Licensed Materials;
- B. Licensee is in the theatrical exhibition business and wishes to sell tickets and concession items in the Territory through the Licensor Product; and
- C. Licensor is willing to license to Licensee the Licensor Materials during the Term for commercial use in Licensee's venues located in the Territory, and Licensee is willing to accept the license from Licensor for commercial use in Licensee's venues, subject to the terms hereof.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Commencement Date" has the meaning set forth in Section 2.1 below.
- 1.2 "Concession Items" means those food and drink items that are for sale at the Theaters and that Licensee determines should be made available for sale via the Licensor Product.
- 1.3 "DMA" means designated market areas, as defined by and updated annually by the Nielsen Company.
- 1.4 "Intellectual Property Rights" means all rights in and to trade secrets, patent, copyright, service marks, trademarks, Confidential Information, "know-how", moral rights and similar rights of any type of a Party, under the laws of any relevant governmental authority, domestic or foreign including all applications and registrations relating to any of the foregoing.
- 1.5 "Launch" means, for a Licensee venue in the Territory, the integration of the Licensor Product with, and the commercial launch of the Licensor Product at, such Licensee venue.
- 1.6 "Licensed Materials" means the Licensor Product, including the software, documentation or other material so identified, in the forms and versions in which it is provided by Licensor to Licensee, and any updates to such materials as released by Licensor from time to time.
- 1.7 "Licensor Product" means Licensor's consumer facing mobile application and website that is intended to allow consumers to discover movies, invite friends, and for certain designated films, save money through social purchasing.
- 1.8 "Marks" means trademarks, trade names, service marks, logos, symbols, brand names and other proprietary indicia or any combination thereof.
- 1.9 "Permitted Purpose" means internal software development, software testing and quality assurance to conduct the Launch in Licensee venues in the Territory during the Term, and the actual Launch in such Licensee venues during the Term.