

(This document is included in the registration portion of the PerformerTrack Online Application and Service. It is also posted within the 'Help' area of the PerformerTrack Online Application for your reference.)

PLEASE READ THIS AGREEMENT CAREFULLY

TERMS OF USE AGREEMENT

**Holdon Log, LLC License,
Application and Service Agreement**

PERFORMERTRACK.COM TERMS OF USE:

BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE ORDERING PROCESS, YOU AGREE TO THE FOLLOWING TERMS OF USE AGREEMENT (THE "AGREEMENT") GOVERNING YOUR USE OF PERFORMERTRACK.COM'S ONLINE APPLICATION AND SERVICE, INCLUDING OFFLINE COMPONENTS (COLLECTIVELY, THE "APPLICATION AND SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE APPLICATION AND SERVICE.

Welcome to PerformerTrack! This and the other services at PerformerTrack.com are provided by Holdon Log, LLC. Before you register for any service provided at PerformerTrack.com, you must read and agree to these Terms of Use and the following terms and conditions and policies, including any future amendments (collectively, the "Agreement"):

- Please see the PerformerTrack Privacy Policy, which is incorporated into this Agreement by reference by going here: <http://www.PerformerTrack.com/privacypolicy.html>

This agreement (the "Agreement") is a legal agreement between you, either an individual or a single legal entity ("You" or "you"), and Holdon Log, LLC ("Holdon Log, LLC"). This Agreement governs your use of the Application and Service made available with this Agreement, including any updates that may be provided to you and any accompanying written documentation and the Application and Service.

1. COMMUNICATIONS

You acknowledge and agree that Holdon Log, LLC may occasionally send you administrative communications regarding your account or the Application and Service via email. Note that because the Service is a hosted, online application, Holdon Log, LLC occasionally may need to notify all users of the Application and

Service (whether or not they have opted out of Holdon Log, LLC's e-mail list[s]) of important announcements regarding the operation of the Application and Service.

2. PRIVACY, ACCOUNTS, PASSWORDS, AND SECURITY

Holdon Log, LLC's Privacy Policy and Terms Of Use Agreement with regards to the PerformerTrack Application and Service may be viewed at <http://www.PerformerTrack.com> and within the Application and Service. Holdon Log, LLC reserves the right to modify its privacy and security policies in its reasonable discretion from time-to-time.

You must create an Account to access the Application and Service. You are responsible for keeping your password secure. You will be solely responsible and liable for any activity that occurs under your user name. If you lose your password for your account, you may not be able to access your Data.

ADULT - You represent, warrant and covenant that you are at least 14 years old.

MINORS - The only way a minor can be a member is if parent or guardian has purchased an Account, and is held responsible for all payments and abides by the Terms and Conditions agreement in lieu of minor.

3. LICENSE GRANT & RESTRICTIONS

Holdon Log, LLC hereby grants you a non-exclusive, non-transferable, worldwide right to use the Application and Service, solely for your own personal use, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Holdon Log, LLC, its subsidiaries and licensors. User licenses cannot be shared or used by more than one individual User.

You may not access the Application and Service if you are a direct competitor of Holdon Log, LLC and/or its subsidiaries, except with Holdon Log's prior written consent. In addition, you may not access the Application and Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

You shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Application and Service or the Content contained within the Application and Service in any way; (ii) modify or make derivative works based upon the Application and Service or the Content contained within the Application and Service; (iii) extract portions of the Application's files for use in other applications; (iv) remove, obscure, or alter Holdon Log, LLC's or any third party's trademarks or copyright or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Application and Service; (v) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (vi) reverse engineer or access the Application and Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features,

functions or graphics of the Application and Service, or (c) copy any ideas, features, functions or graphics of the Application and Service.

You may use the Application and Service only for your personal use and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Application and Service or the data contained therein; or (v) attempt to gain unauthorized access to the Application and Service or its related systems or networks.

Holdon Log, LLC does not recognize the transfer of Accounts, and any authorized transfer of the PerformerTrack Online Application and Service Account will result in the permanent deletion of the Account. You may not offer any Account for sale or trade, and any such offer is a violation of this Agreement and may result in suspension or termination of the Account.

Any unauthorized use of any Holdon Log, LLC's computer system(s), Application and Service is a violation of this Agreement and certain federal and state laws. Such violations may subject the unauthorized user and his or her agents to civil and criminal penalties.

4. YOUR RESPONSIBILITIES

You are solely responsible for your conduct, your data and all activity occurring under your User account related to the Application and Service and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Application and Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify Holdon Log, LLC immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Holdon Log, LLC immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you; and (iii) not impersonate another PerformerTrack user or provide false identity information to gain access to or use the Application and Service.

5. CONDUCT: CODE OF ETHICS

The following rules govern and define Holdon Log, LLC's Code of Ethics for USE OF the Application and Service and use of its community. All parties agree not to:

a) Post email addresses, Web address, IM, ICQ, Images, Links, video, audio or display any other personal contact information except where specifically authorized or posted by Holdon Log, LLC.

- b) Submit, publish, or display on the site any defamatory, abusive, obscene, threatening, racially or sexually offensive or illegal material or any material or opinion that infringes on the rights or beliefs of others, or is a direct threat to any kind livelihood.
- c) Target Holdon Log, LLC, its subsidiaries, the Application and Service, or any affiliates, vendors, owners, or employees with abuse, either written or spoken, that would cause either stress or discomfort.
- d) Use a false email address, impersonate any other person(s) or act as any kind of representative falsely or otherwise mislead as to the origin of content user.
- e) Use the Application and Service or the site to sell or advertise for a specific purpose or promotion, unless authorized by Holdon Log, LLC. Use of the site in this way is strictly prohibited. The distribution of e-mails and/or messages to our membership, except as determined by Holdon Log, LLC, is also strictly prohibited.
- f) Involve or attempt to associate Holdon Log, LLC, the Application and Service, or any affiliates in any way with the posting or transmission of advertising, promotional materials, or any other form of solicitation except where authorized the use of any related Holdon Log, LLC/Application and Service name, image or materials, except where agreed upon and authorized by Holdon Log, LLC.
- g) Republish in any way, shape or form written proprietary information from the Application and Service without written permission from Holdon Log, LLC.
- h) Abuse this code of ethics. You may without prior warning have your Account terminated by Holdon Log, LLC. In the event of a serious violation (as determined by Consequences for Abusive Conduct), you will be denied access to the Application and Service.

6. CONSEQUENCES FOR ABUSIVE CONDUCT

Not only does Holdon Log, LLC reserve the right to terminate your account at its sole discretion, but may file suit against you if you are in violation as defined and determined by the consequences for abusive conduct. We may seek compensation from you for potential damage to our reputation caused by your actions. We may also file suit or may seek an injunction or other equitable relief for breach of this agreement. Holdon Log, LLC has the right and is obligated to work with authorities regarding any suspected violation of this code of ethics. Reporting Abusive Conduct: To report abusive conduct, please contact us immediately at PTabuse@HoldonLog.com. While we are under no obligation to police the Application and Service, we will try to remove or deal with any parties that are in violation.

7. ACCOUNT INFORMATION AND DATA

Holdon Log, LLC does not own any data, information or material that you submit to the Application and Service in the course of using the Application and Service ("Customer Data"). You, not Holdon Log, LLC, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Holdon Log, LLC shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. You understand and acknowledge Holdon Log, LLC does not re-upload Customer Data. If you terminate your account with the Application and Service your account will not and cannot be re-established with your previous Customer Data. Holdon Log, LLC reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and Holdon Log, LLC shall have no obligation to maintain or forward any Customer Data.

8. INTELLECTUAL PROPERTY OWNERSHIP

Holdon Log, LLC alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Application and Service Technology, the Content and the Application and Service and, without compensation to you, any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Application and Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Application and Service, the Application and Service Technology or the Intellectual Property Rights owned by Holdon Log, LLC. The PerformerTrack name, the PerformerTrack logo, and the product names associated with the Application and Service are trademarks and service marks of Holdon Log, LLC or third parties, and no right or license is granted to use them.

If you have comments on the Application and Service or ideas on how to improve them, simply submit a Feedback Form within the Application and Service found in the Top Toolbar under "Help". Otherwise, if you are not a member of the Application and Service please complete the Feedback Form online at <http://www.PerformerTrack.com/feedback.html>. Please note that by doing so, you also grant Holdon Log, LLC a perpetual, royalty-free, irrevocable, transferable license, with right of sublicense, to use and incorporate your ideas or comments into the Application and Service (or third party software, content, or services), and to otherwise exploit your ideas and comments, in each case without further compensation.

9. CONSENT TO COLLECT NON-PERSONAL INFORMATION; USE OF DATA

The Application and Service may collect certain non-personally identifiable information that resides on your PerformerTrack Online Application's Database, including, without limitation, Submission/Audition/Callback/Booking Details &

Breakdown Statistics. This information collected will be sent to Holdon Log, LLC and may be used by Holdon Log, LLC without restriction.

When you enter and upload data via the Application and Service, you agree that we and our service providers may copy and store such data as part of the Application and Service.

10. CHANGES TO THE APPLICATION AND SERVICE, AND TERMS AND CONDITIONS

Holdon Log, LLC reserves the right at any time to modify, suspend, or discontinue providing the Application and Service or any part thereof in its sole discretion with or without notice.

Holdon Log, LLC will use commercially reasonable efforts to notify you of modification, suspension, or discontinuance of the Application and Service either by sending an email to the email address you provide with your registration or by a posting on the PerformerTrack.com Web site. However, in no event will Holdon Log, LLC be liable to you or to any third party for any modification, suspension or discontinuance of the Application and Service with or without notice.

Holdon Log, LLC reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

Please review the most current version of this Agreement from time to time, located either at <http://www.PerformerTrack.com/TOU.html> (or such successor URL as Holdon Log, LLC may provide), or within the Application and Service found in the Top Toolbar under "Help", so that you will be apprised of any changes.

11. THIRD PARTY INTERACTIONS

During use of the Application and Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Application and Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. Holdon Log, LLC, its subsidiaries and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. Holdon Log, LLC does not endorse any sites on the Internet that are linked through the Application and Service. Holdon Log, LLC provides these links to you only as a matter of convenience, and in no event shall Holdon log, LLC, its subsidiaries or its licensors be responsible for any content, products, or other materials on or available from such sites. Holdon Log, LLC provides the Application and Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware

or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

12. CHARGES AND PAYMENT OF FEES

You shall pay all fees to your account in accordance with the fees, charges, and billing terms (as posted on the “Pricing” section of the PerformerTrack.com Web site) in effect at the time a fee or charge is due and payable. Payments must be made either monthly, bi-annually or annually in advance unless otherwise mutually agreed upon in an Order Form or through the Web Store. All payment obligations are noncancelable and all amounts paid are nonrefundable. You are responsible for paying for the User license ordered for the entire License Term, whether or not the User license is actively used. You must provide Holdon Log, LLC and/or its payment processor with a valid credit card or approved purchase order information as a condition to signing up for the Application and Service. Holdon Log, LLC reserves the right to modify its fees and charges and to introduce new charges at any time, which notice may be provided by e-mail and/or posted on the PerformerTrack.com Web site. All pricing terms are confidential, and you agree not to disclose them to any third party.

13. BILLING AND RENEWAL

Holdon Log, LLC charges and collects in advance for use of the Application and Service. Holdon Log, LLC will automatically renew and bill your credit card, bank account or issue an invoice to you (a) every month for a monthly license, (b) every 6 months for a bi-annual license, (c) each year on the subsequent anniversary for an annual license, or (d) as otherwise mutually agreed upon. The renewal charge will be equal to the then-current license fee in effect during the prior term, unless Holdon Log, LLC has given you at least 30 days prior notice to you of a fee increase, which notice may be provided by e-mail, which shall be effective upon renewal and thereafter. Fees for other services will be charged on an as-quoted basis. Holdon Log, LLC’s fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Holdon Log, LLC’s income.

You agree to provide Holdon Log, LLC with complete and accurate billing and contact information. This information includes your legal name, street address, e-mail address, and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, Holdon Log, LLC reserves the right to terminate your access to the Application and Service in addition to any other legal remedies.

Unless Holdon Log, LLC in its discretion determines otherwise entities will be billed in U.S. dollars and subject to U.S. payment terms and pricing schemes.

If you believe your bill is incorrect, you must contact us in writing within 30 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

14. NON-PAYMENT AND SUSPENSION

In addition to any other rights granted to Holdon Log, LLC herein, Holdon Log, LLC reserves the right to suspend or terminate this Agreement and your access to the Application and Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 2.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for your subscription during any period of suspension. If you or Holdon Log, LLC initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that Holdon Log, LLC may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

Not only does Holdon Log, LLC reserve the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Application and Service, but also reserves the right to terminate your account at its sole discretion if your account is 30 days or more delinquent. You agree and acknowledge that Holdon Log, LLC has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

15. TERMINATION UPON EXPIRATION

This Agreement commences on the Start Date you agree to use the Application Service by creating a PerformerTrack account on the Application and Service, or as designated on any applicable Holdon Log, LLC Order Form, or otherwise. Use of the Application and Service may be terminated at any time in Holdon Log, LLC's sole discretion.

Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term (or one year, if the Initial Term is greater than one year) at Holdon Log, LLC's then current fees (as posted on the "Pricing" section of the PerformerTrack.com Web site). Either party may terminate this Agreement, effective only upon the expiration of the then current License Term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following term. You understand and acknowledge Holdon Log, LLC does not re-upload Customer Data. If you terminate your account with the Application and Service your account will not and cannot be re-established with your previous Customer Data. You agree and acknowledge that Holdon Log, LLC has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

16. TERMINATION FOR CAUSE

Any breach of your payment obligations or unauthorized use of the Application and Service Technology or Application and Service will be deemed a material breach of this Agreement. Holdon Log, LLC, in its sole discretion, may terminate your password, account or use of the Application and Service if you breach or otherwise fail to comply with this Agreement. In addition, Holdon Log, LLC may terminate a free account at any time in its sole discretion. You agree and acknowledge that Holdon Log, LLC has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

17. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Holdon Log, LLC represents and warrants that it will provide the Application and Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Application and Service will perform substantially in accordance with the online PerformerTrack help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Application and Service and that your billing information is correct.

18. MUTUAL INDEMNIFICATION

You shall indemnify and hold Holdon Log, LLC, its subsidiaries, licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you of this Agreement, provided in any such case that Holdon Log, LLC (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Holdon Log, LLC of all liability and such settlement does not affect Holdon Log, LLC's business or Application and Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

Holdon Log, LLC shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Application and Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark and/or service mark of a third party; (ii) a claim, which if true, would constitute a violation by Holdon Log, LLC of its representations or warranties; or (iii) a claim arising from breach of this Agreement

by Holdon Log, LLC; provided that you (a) promptly give written notice of the claim to Holdon Log, LLC; (b) give Holdon Log, LLC sole control of the defense and settlement of the claim (provided that Holdon Log, LLC may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to Holdon Log, LLC all available information and assistance; and (d) have not compromised or settled such claim. Holdon Log, LLC shall have no indemnification obligation, and you shall indemnify Holdon Log, LLC pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware or business process(s).

19. DISCLAIMER OF WARRANTIES

REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE APPLICATION AND SERVICE OR ANY CONTENT. HOLDON LOG, ITS SUBSIDIARIES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE APPLICATION AND SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE APPLICATION AND SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE APPLICATION AND SERVICE OR THE SERVER(S) THAT MAKE THE APPLICATION AND SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE APPLICATION AND SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY HOLDON LOG, LLC, IS SUBSIDIARIES AND ITS LICENSORS.

20. GENERAL DISCLAIMER

EVERY PERFORMER'S CAREER EXPERIENCE AND SITUATION IS UNIQUE AND THEREFORE ANY AND ALL INFORMATION DERIVED FROM THE PERFORMERTRACK APPLICATION AND SERVICE (INCLUDING 'THE BREAKDOWNS' SECTION), THE CONTENTS OF THE USER MANUAL, AND/OR THE COMBINATION OF THE TWO ARE TO BE USED AS AN INFORMATIONAL TOOLS ONLY. THEY, TOGETHER, OR SEPARATELY, ARE IN NO WAY TO BE CONSTRUED AS ADVICE, COUNSELING, OR ANY FORM OF CAREER GUIDANCE. THE CHARTS AND BREAKDOWN EXPLANATIONS IN THE "THE BREAKDOWNS" SECTION ARE NOT INTENDED TO SUBSTITUTE FOR INFORMED PROFESSIONAL CAREER, MEDICAL, PSYCHIATRIC,

PSYCHOLOGICAL, TAX, LEGAL, INVESTMENT, ACCOUNTING, OR OTHER PROFESSIONAL ADVICE. THE INFORMATION DERIVED FROM PERFORMERTRACK IS ONLY AS GOOD AND VALID AS THE ACCURACY OF THE INFORMATION ENTERED INTO THE APPLICATION AND SERVICE AND ULTIMATELY HOW YOU, THE USER PERCEIVES IT. YOU, THE USER, ASSUMES ALL RISK OF USE. PERFORMERTRACK AND ITS PARENT COMPANY, HOLDON LOG, LLC ASSUME NO RESPONSIBILITY FOR ANY INACCURACY, DAMAGE OR LOSS RESULTING FROM SUCH USE. NOR DOES PERFORMERTRACK OR HOLDON LOG, LLC ENDORSE, AND EXPRESSLY DISCLAIMS LIABILITY FOR ANY PRODUCT, MANUFACTURER, DISTRIBUTOR, SERVICE, SERVICE PROVIDER, OR THIRD PARTY MENTIONED (OR ANY OPINION EXPRESSED IN THE CHARTS AND BREAKDOWN EXPLANATION IN "THE BREAKDOWNS"). THE INFORMATION IN THE MANUAL, INCLUDING URL AND OTHER INTERNET SITE REFERENCES, ARE SUBJECT TO CHANGE WITHOUT NOTICE.

21. INTERNET DELAYS

HOLDON LOG, LLC'S APPLICATION AND SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. HOLDON LOG, LLC IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

22. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS APPLICATION AND SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE APPLICATION AND SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE APPLICATION AND SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

23. ADDITIONAL RIGHTS

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

24. LOCAL LAWS AND EXPORT CONTROL

This Application and Service provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of the European Union. The user of this Application and Service ("User") acknowledges and agrees that the Application and Service shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States, and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Application and Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S. and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

This Application and Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000.

Holdon Log, LLC, its subsidiaries and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America, and/or the European Union, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States or European Union (including European Union Member States) law is prohibited. None of the Content, nor any information acquired through the use of the Application and Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States government or appropriate European body for such purposes.

25. NOTICE

Holdon Log, LLC may give notice by means of any of the following: a general notice on the Application and Service, electronic mail to your e-mail address on record in the Application and Service's account information, or by written communication sent by first class mail or pre-paid post to your address on record in the Application and Service's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Holdon Log, LLC (such notice shall be deemed given when received by Holdon Log, LLC) at any time by any of the following: letter delivered by certified mail to Holdon

Log, LLC at the following address: Holdon Log, LLC., P.O. Box 36862, Los Angeles, California 90036.

26. ASSIGNMENT; CHANGE IN CONTROL

This Agreement may not be assigned by you without the prior written approval of Holdon Log, LLC but may be assigned without your consent by Holdon Log, LLC to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of Holdon Log, LLC directly or indirectly owning or controlling 50% or more of you shall entitle Holdon Log, LLC to terminate this Agreement for cause immediately upon written notice.

27. GENERAL

No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Holdon Log, LLC as a result of this agreement or use of the Application and Service. The failure of Holdon Log, LLC to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Holdon Log, LLC in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between you and Holdon Log, LLC and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

28. GOVERNING LAW; ARBITRATION; JURISDICTION AND VENUE

28.1 Governing Law. This Agreement shall be governed by and construed under the laws and judicial decisions of the State of California and the United States as applied to agreements between California state residents entered into and to be performed within the State of California, except as governed by Federal law. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

28.2 Arbitration. Except for any matters that fall within jurisdiction of small claims court, any and all disputes as to the interpretation of or any performance under this Agreement which are not first resolved informally, shall be determined by binding arbitration before a single arbitrator in Los Angeles, California, in accordance with the rules of the American Arbitration Association. The final award in any such arbitration proceeding shall be subject to entry as a judgment by any court of competent jurisdiction, provided that such judgment does not conflict with the terms and provisions hereof. The jurisdiction of the arbiter with respect to legal matters

shall be limited only by the statutory and common law of the State of California and the United States. In no event shall an arbitrator be permitted to award multiple or punitive damages, and the determination of the arbitrator shall be final and binding. BY SIGNING UP YOU AGREE THAT YOU ARE WAIVING YOUR RIGHTS TO A JURY TRIAL AND ANY RIGHTS TO AN APPEAL.

28.3 Injunctive Relief Exception. Nothing in this paragraph shall preclude either party from seeking and obtaining any injunctive relief or other provisional remedy available in a court of law, including, specifically, Holdon Log, LLC's right to prejudgment attachment and expedited discovery. In addition to the foregoing, the parties hereby agree that as part of the consideration for this Agreement, they waive the right to a trial by jury for any dispute arising between them that is in any way related to the subject matter of this Agreement, provided that the arbitration provisions of this paragraph are waived or are otherwise inapplicable.

28.4 Venue. Notwithstanding the foregoing, if for any reason any matter or dispute arising under this Agreement is not resolved by binding Arbitration, or if any of the proceedings or decisions of the Arbitration must be enforced by a court of competent jurisdiction, Member agrees that in case of any litigation regarding this Agreement or the various subject matters hereof, that the venue for such litigation shall be, depending on by the subject matter of the dispute, either the Municipal Court of Los Angeles, California, the Superior Court of the County of Los Angeles, or the United States District Court for the Central District of California, Western Division. You hereby consent and stipulate to the jurisdiction of the Courts of the State of California and the United States District Court, Central District of California, Western Division.

29. DEFINITIONS

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online Terms Of Use, any Order Forms, whether written or submitted online via the Web Store, any materials available on the PerformerTrack.com Web site and the Application and Service specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Holdon Log, LLC from time to time in its sole discretion; "Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service; "Customer Data" means any data, information or material provided or submitted by you to the Application and Service in the course of using the Application and Service; "Start Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed or the date you begin using the Application and Service; "Initial Term" means the initial period during which you are obligated to pay for the Application and Service equal to the billing frequency selected by you during the subscription process (e.g., if the billing frequency is bi-annually, the Initial Term is the first 6-months); "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade

secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "License Administrator(s)" means those Users designated by you who are authorized to purchase licenses online using the Web Store or by executing written Order Forms and to create User accounts and otherwise administer your use of the Application and Service; "License Term(s)" means the period(s) during which a specified User is licensed to use the Application and Service pursuant to the Order Form(s); "Order Form(s)" means the form evidencing the initial subscription for the Application and Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); "Web Store" means Holdon Log, LLC's online application that allows you and/or the License Administrator designated by you to subscribe to the Application and Service; "Holdon Log, LLC" means collectively Holdon Log, LLC, a California Limited Liability Company, having its principal place of business at P.O. Box 36862, Los Angeles, California 90036; "Application and Service Technology" means all of Holdon Log, LLC's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by Holdon Log, LLC in providing the Application and Service; "Service(s)" means Holdon Log, LLC's online commerce platform, customer relationship management, billing, data analysis, or other corporate ERP services identified during the ordering process, developed, operated, and maintained by Holdon Log, LLC, accessible via <http://www.PerformerTrack.com> or another designated web site or IP address, or ancillary online or offline products and services provided to you by Holdon Log, LLC, to which you are being granted access under this Agreement, including the Application and Service Technology and the Content; "User(s)" means your employees, representatives, consultants, contractors or agents who are authorized to use the Application and Service and have been supplied user identifications and passwords by you (or by Holdon Log, LLC at your request).

Questions or Additional Information:

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to PTtou@HoldonLog.com

This Agreement Was Last Modified On:

September 12, 2008