

ticketmaster

LICENSED USER AGREEMENT

THIS LICENSED USER AGREEMENT ("Agreement") is made and entered into as of January 1, 2005 ("Effective Date"), by and between Ticketmaster L.L.C., a Delaware limited liability company ("Ticketmaster"), and Sports Car Racing Association of the Monterey Peninsula (SCRAMP), a California 501(c)4 Not For Profit Corporation ("Principal"). This Agreement consists of this Licensed User Agreement and Exhibit A, Standard Terms and Conditions, Exhibit B, and any other Exhibits attached hereto which are incorporated herein by this reference.

WITNESSETH:

In consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the respective meanings indicated below unless the context otherwise requires:

(a) "Account Balance" is defined in Section 12(b) hereof.

(b) "Attraction" means a race, concert, sporting, entertainment or other act or event of any kind or nature whatsoever to be held at the Facility.

(c) "Attraction Taxes" means any and all sales, amusement, admissions and other taxes, charges, fees, levies or other assessments measured by reference to a charge per Ticket sold or determined based upon the purchase price of a Ticket assessed by federal, state, county, municipal or other governmental or quasi-governmental authorities as a result of, or in connection with, any Attraction, including Principal Taxes and Ticketmaster Taxes as further described below. To the extent such taxes relate to the Ticket Receipts and funds paid or owed to Principal under this Agreement such portion of Attraction Taxes may also be referred to herein as Principal Taxes, and to the extent such taxes relate to the Convenience Charges collected and retained by Ticketmaster under this Agreement, such portion of Attraction Taxes may also be referred to herein as Ticketmaster Taxes.

(d) "Cancelled Attraction" is defined in Section 12(b) hereof.

(e) "Chargebacks" is defined in Section 12(c) hereof.

(f) "Convenience Charge" means the per Ticket amount charged by Ticketmaster to a consumer for the convenience of purchasing Tickets through the TM System.

(g) "Deficiency Amount" is defined in Section 12(d) hereof.

(h) "Face Value" means the face price of a Ticket as determined by Principal, which shall be inclusive of all applicable Attraction Taxes and facility, parking and similar fees.

(i) "Facility" means the venue located at Highway 68 between Monterey and Salinas and currently known as Mazda Raceway Laguna Seca and any other venue or location at which Principal schedules or presents an Attraction in respect of which Principal has authority to sell Tickets to the public.

(j) "Facility Box Office" means the Facility's Ticket sales locations that are operated by Principal and located at the Facility.

(k) "Group Sales" means sales of Tickets by Principal to a group consisting of at least fifteen (15) people for use by the group members to attend an Attraction as a group, including Corporate Group Sales (i.e., sales to a group via a link on an emailed invitation or on an entity's intranet). In no event shall Group Sales consist of the sale of Tickets to individuals to attend an event individually or for individuals to purchase Tickets with the intent to resell such Tickets.

(l) "Hardware" means all of that certain computer hardware, communications equipment, terminals and hook-ups (including replacements thereof) supplied by Ticketmaster to Principal at any time during the Term of this Agreement, but excluding (i) any computer hardware, communication's equipment, terminals and hook-ups purchased by Principal to provide the connectivity to and interfacing with the TM System required under this Agreement, and (ii) any computer hardware, communications equipment, terminals and hook-ups purchased by Principal from Ticketmaster.

(m) "House Seats" means Tickets provided by Principal (i) to the Attraction's promoter, performing act or event, or their managers or agents (i.e. band holds); (ii) for distribution through legitimate fan clubs in accordance with current guidelines (i.e. fan club holds); or (iii) for legitimate promotional purposes (e.g. radio station promotions); provided that House Seats Tickets shall not be distributed to the general public.

(n) "Inside Charges" means the amounts Ticketmaster charges Principal to sell, issue and process Tickets utilizing the TM System under this Agreement.

(o) "Internet Sales" means all sales of Tickets over the Internet or any other means of interaction with the TM.com Website.

(p) "Material Financial Event" is defined in Section 12(d) hereof.

(q) "On-Sale Date" is defined in Section 7(g) hereof

(r) "Outlet" means a retail Ticket selling agency (other than the Facility Box Office) where Tickets for an Attraction are made available and offered for sale to the public through the TM System.

(s) "Principal's Website" means an Internet website(s) owned, operated and maintained by Principal.

(t) "Processing Fee" means the per order amount charged by Ticketmaster to a consumer for purchasing Tickets via Internet Sales or Telephone Sales through the TM System.

(u) "Products" means the additional ticket sales software and Internet-based premium Ticketmaster products indicated with an X in Section 5 hereof.

(v) "Season/Contract Tickets" means specifically designated Tickets sold directly by Principal on an annual basis across all Attractions or across a category of Attractions (i.e., luxury suites, club level seats and season tickets).

(w) "Sellable Capacity" means the number of Tickets that can be sold for an Attraction other than Season/Contract Tickets.

(x) "Set-Up Information" is defined in Section 7(g) hereof.

(y) "Software" means Ticketmaster's ticketing system software known and marketed as Ticketmaster Classic, TM Charge and any new versions thereof that are provided to Principal by Ticketmaster.

(z) "Subscribers" means Principal's Season/Contract Ticket holders.

(aa) "Telephone Sales" means all sales of Tickets through the TM System by telephone, interactive voice response (IVR) and similar means.

(bb) "Term" is defined in Section 2 hereof.

(cc) "Third Party Provider" is defined in Section 4(c) hereof.

(dd) "Ticket" means a printed, electronic or other type of evidence of the right to occupy space at or to enter or attend an Attraction, including, without limitation, tickets printed via *ticketFast*[™] at home or elsewhere by the purchaser even if not evidenced by any physical manifestation of such right, such as a "smart card."

(ee) "Ticket Receipts" means the Face Value of a Ticket sold by Ticketmaster less the applicable Inside Charges and less any applicable Attraction Taxes, if Ticketmaster is required to remit such amounts to any taxing authority.

(ff) "TM Charge" means the credit card processing system within the TM System that utilizes the global banking association networks to authorize credit card purchases of Tickets to Attractions sold by Principal from the Facility Box Office or the processing of other transactions by Principal as permitted under this Agreement.

(gg) "TM.com Website" means any Internet websites owned, operated and maintained by Ticketmaster, and any ticketing property, feature, or product acquired by Ticketmaster or its affiliates that may become available subsequent to the Effective Date, including, without limitation, any co-branded versions and any version

distributed through any broadband distribution platform or through any platform or device including television, broadband and wireless technologies.

(hh) "TM System" means the Hardware, Software, TM.com Website, Products, related procedures and personnel, and repair and maintenance services established and maintained by Ticketmaster and its affiliates for the purpose of selling, distributing, auditing and controlling the sale of Tickets for Attractions, including, without limitation, at Outlets, by Internet Sales, by Telephone Sales and the processing of transactions through the Products.

(ii) "Transaction Fees" means the amounts Ticketmaster charges for Products transactions.

2. **Term of Agreement**. The initial term of this Agreement shall begin on the Effective Date and shall continue through the fifth (5th) anniversary hereof (the "Term"). Thereafter, the Term of this Agreement shall automatically be renewed for successive three (3) year periods unless either party hereto notifies the other party in writing, not less than ninety (90) nor more than one hundred twenty (120) days prior to the end of the initial Term or the then current renewal period, of its intention not to renew this Agreement. Each twelve (12) month period commencing on December 1 and continuing through the following November 30 shall be a "Contract Year" as such term is used herein.

3. **Compensation**. In consideration for the license by Ticketmaster of the Hardware and Software to Principal, the license by Ticketmaster to Principal of the right to deeplink to the TM.com Website granted herein, and Ticketmaster's continuing services to be performed in connection herewith, Ticketmaster shall be entitled to receive the fees and compensation described herein. Principal consents to the imposition of the charges described herein on all Tickets purchased through the TM System hereunder.

(a) **Inside Charges**: Ticketmaster shall be entitled to assess and receive from gross Ticket proceeds collected by it as an agent of Principal as an Inside Charge with respect to each Ticket sold through Outlets, Telephone Sales and Internet Sales. The amount of the Inside Charges shall initially be as set forth below. Any percentage rates shown below are subject to automatic increases due to increases in interbank rates.

<u>Type of Sales</u>	<u>Amount of Inside Charge</u>
Outlet sales	\$0.00 per Ticket
Telephone Sales and Internet Sales	The credit card charge set forth in Section 3(c) below
Other Tickets (including complimentary Tickets) printed by or on behalf of Principal	\$0.05 per Ticket

(b) **Convenience Charge (Per Ticket):** Ticketmaster shall assess a Convenience Charge against purchasers of Tickets sold by Ticketmaster. The amounts of such Convenience Charges shall initially be as set forth below.

<u>Face Value of Tickets</u>	<u>Outlets Cash Price*</u>	<u>Internet Sales and Telephone Sales</u>
\$0.00 to \$10.00	\$2.75	\$2.75
\$10.01 to \$14.99	\$3.00	\$3.00
\$15.00 to \$24.99	\$4.00	\$4.00
\$25.00 to \$34.99	\$5.50	\$5.50
\$35.00 to \$44.99	\$6.50	\$6.50
\$45.00 to \$54.99	\$7.50	\$7.50
\$55.00 to \$64.99	\$8.50	\$8.50
\$65.00 to \$99.99	\$9.50	\$9.50
\$100.00 to \$124.99	\$10.50	\$10.50
\$125.00 to \$149.99	\$12.50	\$12.50

The Convenience Charges at Outlets set forth above reflect a 2.71% cash discount currently in effect for cash purchases at Outlets. With respect to credit card purchases at Outlets, the Convenience Charge set forth above shall be increased by 2.71% of the Face Value of the Ticket (with the explicit understanding that this formula for credit card Convenience Charges at Outlets is being used solely for purposes of simplifying the calculation of the applicable charges, however, and that the amounts charged to Ticket purchasers are intended to reflect a discount for cash paid at Outlets; accordingly, Ticket purchasers first will be informed of the applicable credit card Convenience Charge at Outlets and then of the discount for cash payment, if applicable). The percentage rate set forth above is subject to change in the event that the interbank rates imposed on Ticketmaster are increased. On the first day of the second Contract Year and on the first day of each Contract Year thereafter during the Term, the Convenience Charges set forth above shall be automatically increased by \$0.25 per Ticket.

(c) **Credit Card Sales for Tickets Sold By Ticketmaster:** Principal hereby authorizes Ticketmaster to accept American Express, MasterCard, Visa, Discover and Diner's Club charges (and any other credit card, debit card or other electronic method of payment and membership/loyalty program reward points backed by those program sponsors whom Ticketmaster in its reasonable discretion chooses to authorize as a method of payment and which may hereafter be approved by Ticketmaster) in connection with sales of Tickets purchased from Ticketmaster with credit cards. Such credit card rates are subject to automatic increase due to increases to the interbank rates imposed on Ticketmaster.

(d) **Processing Fee (Per Order):** Ticketmaster shall assess a Processing Fee against purchasers of Tickets sold by Ticketmaster in the amount of \$3.55 with respect to each order of Tickets ordered by Internet Sales and Telephone Sales. The Processing Fee may be increased from time to time consistent with Ticketmaster's processing fee for similar events at similar facilities and is subject to

automatic increase equal to any increase (rounded up to the nearest \$0.05) to the postal service rates.

(e) TM Charge:

(i) Features. Ticketmaster shall provide TM Charge to Principal for use in processing Principal's credit card sales of Tickets and related transactions.

automatic increase equal to any increase (rounded up to the nearest \$0.05) to the postal service rates.

(e) TM Charge:

(i) Features. Ticketmaster shall provide TM Charge to Principal for use in processing Principal's credit card sales of Tickets and related transactions from the Facility Box Office utilizing the TM System (including the Products). The license and maintenance fees for TM Charge shall be waived during the Term of this Agreement and any extensions. TM Charge is compatible with Ticketmaster's technology solutions and includes the following features:

- immediate credit card authorization for Ticket sales using major credit cards;
- ability to accept all major credit cards, including Visa, MasterCard, American Express, Discover and Diners Club;
- generation of printed receipts for the consumer and the Facility Box Office at the time of sale;
- settlement of Principal's credit card transactions after the close of Ticketmaster's business day;
- deposit of funds directly in Principal's specified merchant bank accounts; and
- daily access to reports regarding authorized and settled transactions.

(ii) Operation. Principal shall establish its own merchant numbers as necessary to process the credit cards that Principal wants to accept. Ticketmaster shall transmit data relating to Ticket sales made by Principal using TM Charge to Ticketmaster's credit card processor (the "Processor"). Processor will then transmit such data to the applicable credit card company for payment to Principal, subject to Principal having entered into the applicable Principal Processor Agreements (as further described below). Ticketmaster shall use its best efforts to ensure the accuracy of information transferred from the Processor via TM Charge, but Ticketmaster does not guarantee the accuracy and timeliness of such information. Ticketmaster implements proper security measures regarding information transferred using TM Charge. Principal shall comply with all applicable credit card association or company

promptly notifying Ticketmaster and Processor, if applicable, of any changes to the information provided pursuant to this section.

(iv) Reports. Ticketmaster shall provide Principal with daily transaction reports regarding authorized and settled transactions. Principal shall review, on a regular basis, all reports provided to Principal by Ticketmaster. Principal also agrees that, for operational and monitoring purposes, the Processor may provide Ticketmaster with processing and settlement reports related to sales of Tickets using TM Charge.

(v) Fees. In connection with Principal's credit card sales of Tickets utilizing and authorized via TM Charge using either Visa or MasterCard, the Processor shall deduct the merchant fees in the amount of 2.26% of transactions processed on a daily basis. The fees charged to Principal for use of TM Charge (including fees charged in connection with Products transactions) are subject to automatic increases equal to any actual increases in Ticketmaster's Processor fees or based on increases in credit card association or credit card company fees (such as interchange, assessments or other charges). Principal shall also be responsible for any and all other amounts charged to Ticketmaster (if any) by a Processor for processing Principal's transactions, including, without limitation, chargebacks, fraudulent credit card use and additional charges for failure to meet the specific timing or other qualifications of the applicable credit card association or company. In the event that Principal desires to process any credit cards other than Visa or MasterCard utilizing TM Charge, then the fees for such service shall be mutually agreed upon by Principal and the Processor, and Principal shall enter into its own merchant agreement with the Processor.

(vi) Effect of Termination of Ticketmaster's Processor Agreement. Ticketmaster has entered into an agreement with the Processor (the "Processor Agreement"), and Principal agrees to enter into an agreement with such Processor (the "Principal Processor Agreement") as soon as practicable after the date of this Agreement. The Principal Processor Agreement shall provide that if the related Processor Agreement expires or terminates, then the Principal Processor Agreement shall also expire or terminate without any early termination penalties or charges. In order to facilitate streamlined credit card authorization processing for Ticketmaster and its clients, Ticketmaster continues to seek to maintain relationships with superior processors throughout the Term of this Agreement. In the event that Ticketmaster elects to use a different or new Processor, Principal shall enter into an agreement with such new Processor.

4 Ticket Sales Rights; Exclusivity.

(a) Grant of Rights: Principal hereby grants to Ticketmaster, and Ticketmaster accepts from Principal, the exclusive right during the Term of this Agreement to sell, as Principal's exclusive agent, Tickets for the Sellable Capacity for every Attraction, via any and all means and methods, including, without limitation, on the Internet, by telephone, computer, IVR, television, clubs, or outlets, or by any other means of distribution. Principal shall ensure that the entire Sellable Capacity for every Attraction shall be made available for distribution on the TM System in accordance with the terms and conditions set forth in this Agreement.

(b) **Sales by Principal:** Subject to the terms of this Section 4 and notwithstanding the above, Principal retains the right to: (i) sell single Tickets from the Facility Box Office to persons physically present at the Facility Box Office; (ii) sell Season/Contract Tickets; (iii) conduct Group Sales of Tickets and (iv) provide a reasonable number of House Seats for any Attraction and (v) upon mutual agreement of the parties from time to time, sell Tickets to certain Attractions.

(c) **No Third Party Systems or Services:** Notwithstanding the above, Principal shall not directly or indirectly from the Facility Box Office or otherwise (i) use, sponsor, promote, authorize or permit the use of any Internet website other than the TM.com Website or any equipment or services of any computerized or Internet ticketing company or system other than the facility box office website or TM System (any such website, equipment, services, company or system, a "Third Party Provider") in connection with the sale, resale or issuance of Tickets; or (ii) sell or issue Tickets to any person who Principal believes (or has a reasonable basis to believe) will sell or issue such Tickets using a Third Party Provider. In addition, Principal shall not directly or indirectly authorize or permit any Tickets for any Attraction which are retained, purchased, controlled or otherwise acquired or obtained by any House Seat Recipient or any of its affiliates to be sold or issued in any way and for any purpose using a Third Party Provider. Principal will be deemed to have a reasonable basis to believe that a person will sell or issue Tickets using a Third Party Provider if Principal is aware that such person or any of its affiliates is currently doing so with respect to Tickets for current Attractions or has actually done so in the past with respect to any of Principal's tickets

(d) **No Minimum Sales:** It is agreed and understood that neither Ticketmaster nor Principal guarantees or will guarantee that any minimum or fixed number of Tickets will be sold through the TM System for any Attraction.

(e) **New Methods of Sales:** The parties agree that the exclusive ticketing rights granted to Ticketmaster herein are to include all future methods of and technologies for Ticket distribution which may be developed from time to time during the Term of this Agreement, including, without limitation, new ways of selling, distributing and accepting Tickets.

5. **Premium Ticketmaster Products.**

(a) **Definitions: Products to be Provided:** Ticketmaster shall provide Principal with each of the premium Ticketmaster products indicated with an X in the box next to the respective definition set forth below upon the terms and conditions set forth herein.

- "Ticketmaster AccountManager" means the Ticketmaster AccountManager software and hosting services that allow Principal's Subscribers to manage their season ticket accounts.
- "Ticketmaster Archtics" means Ticketmaster's software that delivers extensive season and single ticket functionality in connection with the Ticketmaster host system and distribution channels for inventory control by Ticketmaster and Principal.

- "Ticketmaster GroupManager" means the Ticketmaster GroupManager software and hosting services that allow Principal and Principal's customers to manage their group ticket experience. Group members may purchase or receive Tickets via an email invitation or via a link on an entity's intranet. Ticketmaster GroupManager also allows group rsvp tracking and individual Ticket pick-up via *ticketFast*TM.
- "Ticketmaster MailManager" means the Ticketmaster MailManager software and hosting services that allows Principal to build a permissible marketing database and supports targeted, trackable direct email communication to Principal's customers.
- "Ticketmaster PremierFan" means the Ticketmaster PremierFan software and hosting services that enable Principal to manage a fan loyalty plan in which the Subscribers earn points through any valid bar code scan via the Ticketmaster AccessManager system.
- "Ticketmaster TeamExchange" means the Ticketmaster TeamExchange software and hosting services that provide Principal's Subscribers the ability to post their Season/Contract Tickets for sale to third parties by accessing the Subscriber's account from the Principal's Website via the Interface Page.

(b) **License and Maintenance Fees:**

(i) Ticketmaster shall provide Principal with the Products for the license fees and maintenance fees set forth below:

<u>Products</u>	<u>License Fees</u>	<u>Annual Maintenance Fees</u>
Ticketmaster Archtics	\$40,000.00 (one-time fee)	\$15,000.00 per year, commencing in Contract Year 2

(ii) Payment of one-time and first annual fees shall be due and payable upon execution of this Agreement; provided, however, that payment of the one-time license fee for Ticketmaster Archtics may be made within 30 days of invoice. Thereafter, installments of annual fees shall be invoiced and payable on the first day of each Contract Year during the Term. Unless otherwise provided in writing, all invoices are payable within thirty (30) days of the date thereon and in U.S. dollars. If any sums payable to Ticketmaster under this Agreement are not paid within thirty (30) days of the date of the invoice, Ticketmaster shall charge interest at the rate of 1.5% per month or the maximum legal rate, if lower. The receipt or request for payment on such charges on overdue accounts will not prejudice any of Ticketmaster's other rights in respect of Principal's failure to pay on the due dates.

6. **License and Use of Hardware, Software and Products.**

(a) **License of Hardware, Software and Products:** Ticketmaster hereby grants Principal a non-exclusive, non-transferable license to use the executable code and any associated online documentation and instruction manuals of the Software

telephone line costs with respect to the operation of the TM System between the Facility and the central computer facility, shall be borne solely by Principal.

(b) **Additional Archtics Services:**

(i) **Customization Services Provided at No Additional Cost.**

With respect to initial implementation of the Ticketmaster Archtics system, Ticketmaster shall also provide, at no additional cost to Principal, (i) on-site support from Ticketmaster's national or regional personnel, (ii) unique Ticketmaster Archtics customization (e.g., diagrams, invoices, other executables, etc.), (iii) custom reporting, and (iv) customized on-line assistance. (Services described in (ii) through (iv) are referred to herein as "Customization Services".) Generally two hours of Customization Services each week are included in the annual maintenance fees of Ticketmaster Archtics listed in Section 5(b). Customization Services that far exceed this level of support will fall into the Ticketmaster services category (ii) below to be billed to Principal.

(ii) **Customization Services Provided at Additional Cost.**

Any Customization Services provided by Ticketmaster far in excess of general levels of support as described in Section 7(b)(i) or elsewhere in this Agreement with respect to the Software, Hardware or Products shall be charged to Principal in accordance with the rates set forth below, which rates are based on the job skill category of Ticketmaster's personnel:

- | | |
|-----------------------------------|--------------------------------------|
| • Systems Engineer / Architect | One Hundred Dollars (\$100) per hour |
| • Programmer | Seventy-Five Dollars (\$75) per hour |
| • Data Analyst / Customer Service | Fifty Dollars (\$50) per hour |

If requested by Principal, Ticketmaster shall submit to Principal for approval an estimate of labor costs to be incurred in connection with such additional services. Principal shall also reimburse all Ticketmaster personnel for reasonable travel expenses incurred within thirty (30) days of the date of any invoice therefor, which invoice Ticketmaster shall send monthly.

(c) **Telephone Sales:** Ticketmaster shall provide telephone Ticket sales services on behalf of Principal with respect to Attractions and, in that regard, shall receive telephone calls for Ticket sales Monday through Sunday, except on Christmas Day. Such telephone service will be adequately staffed to perform ongoing licensed user assistance with respect to Ticket sales.

(d) **Internet Sales:** Following the execution of this Agreement, Ticketmaster shall proceed with due diligence to create pages within the applicable version of the TM.com Website to present information with respect to Tickets for Attractions to facilitate Internet Sales to such Attractions. Such pages shall be designed in accordance with the look and feel of the TM.com Website, as such design may change from time to time. Ticketmaster shall operate one or more versions of the TM.com Website with respect to the sale of Tickets to Attractions every day of the year, excepting such reasonable down time as may be necessary or appropriate for website

and Products and a license to use the Hardware (collectively, the "License") in exchange for the fees and compensation set forth herein. Principal shall permit Ticketmaster, at Ticketmaster's sole discretion and upon reasonable written notice, the right at a reasonable time to inspect Principal's pertinent sites and equipment (including any existing LAN or other network user monitor device) for the purpose of determining compliance with the terms of the License granted hereunder. Within twenty-one (21) days of a request from Ticketmaster, Principal shall provide to Ticketmaster, in writing, a warranty and representation that Principal has complied with the License hereunder.

(b) Indemnification Related to Product Infringement:

Notwithstanding anything to the contrary in this Agreement, should any Product, in Ticketmaster's opinion, become or be likely to become subject to a claim of infringement against Ticketmaster or Principal, then Ticketmaster may, at its option, (a) indemnify, defend or hold harmless the Principal from any such claims; (b) replace the Product with non-infringing substitute Product substantively the same or similar; (c) procure for Principal the right to use the Product free of any liability for infringement; or (d) refund the license fee previously paid for the infringing Product, less a charge for the value of the Principal's prior use of the Product based upon a five (5) year depreciation schedule, and accept return of the infringing Product. **THE FOREGOING OBLIGATIONS BY TICKETMASTER CONSTITUTE TICKETMASTER'S SOLE LIABILITY AND PRINCIPAL'S SOLE REMEDY FOR INFRINGEMENT OF PATENTS AND COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS RELATED TO PRODUCTS AS DESCRIBED THEREIN.**

(c) Use of Hardware, Software and Products: The Hardware, Software, Products and all materials related to such Hardware, Software and Products may only be used by Principal in connection with systems used, operated and owned by Ticketmaster, and only for the purposes stated in this Agreement, and may not be utilized (i) with any Third Party Provider or (ii) by or for any other person or entity. Principal shall use the Hardware in a careful and proper manner and shall comply with and conform to all federal, state, county, municipal and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Hardware. Principal may make a single copy of Ticketmaster Archtics only to be used for archival or backup purposes; **COPYING FOR ANY OTHER PURPOSE IS PROHIBITED.** Except as otherwise provided in the immediately preceding sentence, Principal hereby agrees: (i) not to permit copying or reproduction of the Hardware, Software or the Products in any manner, including without limitation, use in a sharing arrangement or transmission over the Internet or over e-mail and similar electronic transmission; (ii) not to disassemble, re-manufacture, repair, re-configure, enhance, upgrade, modify, translate, adapt, create derivative works, decompile or reverse engineer the Hardware, Software or Products in any way nor merge them into any other program for any purpose; (iii) not to transfer, license or sub-license, assign, rent, sell, grant, publish, disclose, display, dispose or otherwise make available the Hardware, Software or Products, or any rights therein or copies or derivatives thereof, including other templates or working systems; (iv) not to delete, remove, change or otherwise alter any trademarks, copyright notices or other proprietary marks in or on the Hardware, Software or Products, or any copies, modifications or partial copies thereof; (v) not to "hack," or attempt to "hack," any of the Software or Products, the servers on which the Software or Products are hosted or any other portion of the Ticketmaster network, or

otherwise attempt to circumvent, or navigate outside of, the borders of such Software or Product servers in any manner whatsoever; (vi) not to use the Hardware, Software or Products in conjunction with any other ticket distribution company and/or software other than Ticketmaster's software or products; (vii) not to perform any SQL database operations other than "SELECT" for any system production tables (i.e., tables starting with dba.t_ <wildcard>) from any non-Ticketmaster Archtics interface to the database (e.g., ISQL, Access, Crystal Reports, etc).

(d) **New Versions of Software and Products:** Ticketmaster may, from time to time, upgrade or enhance the current version of the Software or Products, and, if it does so, it will issue copies of the upgraded or enhanced versions of the Software or Products to Principal for no additional fee. The provision of new releases of the Software or Products by Ticketmaster shall be subject to the conditions, limitations and restrictions of this Agreement.

(e) **New Functionalities or New Hardware:** Ticketmaster reserves the right to levy additional charges for new functionalities added to the Software and Products that are not included in new versions of such Software or Products or for upgraded Hardware requested by Principal. Ticketmaster reserves the right to determine whether requests by Principal for new options for or enhancements to the Software and Products shall be incorporated in new versions of the Software or Products or instead considered new functionalities.

(f) **Passwords:** Principal agrees that use of the Software and Products by Principal shall be restricted to a reasonable number of Principal's personnel having passwords in the event that Ticketmaster assigns such passwords. Such passwords shall not be transferable without the written permission of Ticketmaster, which permission shall not be unreasonably delayed or withheld. Upon Ticketmaster's reasonable request, Principal (i) shall identify, as the case may be, the users (by name, position and site address), which use or view the Software or Products or from where the Software or Products are used, and (ii) shall provide to Ticketmaster access to any database which records access to the Software and Products.

7. **Ticketmaster's Services.**

(a) **Installation; Line Costs:** Following the execution of this Agreement, and subject to Principal's obligations below, Ticketmaster shall proceed with due diligence to install the Hardware and to provide Principal with access to the Software and the Products. Principal will provide (i) connectivity and interfacing that satisfy Ticketmaster's minimum system requirements and (ii) unless otherwise agreed to between the parties, any type of equipment and technology necessary to assist Ticketmaster in completing the installation of the Hardware, Software and Products. Ticketmaster shall have no responsibility for any internal wiring or cabling (e.g., electrical, data lines, etc.) at the Facility, Principal's administrative office and/or Principal's pertinent sites necessary for installation or operation of Ticketmaster AccessManager or for the proper functioning of the TM System. Principal will make its technical personnel available to meet with Ticketmaster personnel to discuss the installation of the Hardware, Software and Products. The cost of all telephone line connections between the central computer facility and the Facility and all monthly

maintenance and updating for the purpose of, among other things, sales of Tickets to Attractions

(e) **Attraction Set-Up.** In order to effectively utilize Ticketmaster's distribution technologies, within a reasonable time before (but in no event less than the time period described below) the scheduled on-sale date of Tickets for each Attraction (the "On-Sale Date"), Principal shall furnish Ticketmaster with all necessary information with respect to the Attraction, including, without limitation, seating layout of the Facility, Ticket structure, discounts permissible, Attraction Taxes, any information necessary to calculate Attraction Taxes, if applicable, Ticket header information, color logos, entry information, vision and hearing information, wheelchair and other accessible seating information and such other information as is necessary for the proper sale of Tickets at the Facility Box Office, at all Outlets, by Internet Sales and by Telephone Sales (collectively, the "Set-Up Information"). The parties intend that all accessible seating Tickets that are available for sale to persons desiring accessible seating shall be made available for sale on the TM System. Principal must provide the Set-Up Information to Ticketmaster at least five (5) business days prior to the On-Sale Date for new Attractions that do not utilize seating charts then existing in the TM System. Principal must provide the Set-Up Information to Ticketmaster at least two (2) business days prior to the On-Sale Date for new Attractions that utilize seating charts then existing in the TM System. Notwithstanding anything contained herein to the contrary, Ticketmaster shall have no responsibility and Principal shall indemnify and hold Ticketmaster harmless from and against any and all liabilities, claims, expenses (including court costs and reasonable attorneys' fees) and causes of action resulting from the inaccuracy of any Set-Up Information furnished by Principal pursuant hereto.

(f) **Ticket Stock:** Principal shall be responsible for the security of Ticket stock in its possession, and the risk of loss of Ticket stock shall shift to Principal upon the delivery thereof to Principal or Principal's authorized representative, agent or employee.

(g) **Supplies:** Nondurable operational supplies which are used at the Facility in connection with the operation of the Hardware, Software, and Products, including, without limitation, line printer paper, printer toner and ribbons, shall be paid for by Principal, and Principal shall be responsible for maintaining adequate supplies thereof to assure continuous operations at the Facility.

8. **Maintenance and Support of Software, Hardware and Products.**

(a) **Hardware and Software Maintenance and Support:** Ticketmaster shall provide ordinary and routine maintenance, repair and support of the Hardware and Software at the Facility for functions in connection with the sale of Tickets to Attractions at no additional cost to Principal, provided that such maintenance, repair or support is not necessitated by the negligence or willful misconduct of Principal, its employees, agents or representatives.

(b) **Product Maintenance and Support:** Ticketmaster will provide maintenance, repair and support services with respect to each Product ("Product Maintenance") to Principal in exchange for the applicable annual maintenance fee listed

in Section 5(b). Product Maintenance may be terminated by Ticketmaster on expiry of ninety (90) days' written notice given by Ticketmaster to Principal, of Ticketmaster's intention to cease any or all of the Products, provided that, if the expiry date of such notice does not coincide with the expiry date of any annual maintenance fee period, Ticketmaster will make a pro-rata reimbursement of the annual maintenance fee paid by the Principal for such Products in respect of the relevant annual maintenance period. Termination of Product Maintenance shall not affect Principal's obligation to pay all fees due prior to such termination. Principal may terminate the provision of Product Maintenance by providing written notice to Ticketmaster ninety (90) days prior to the beginning of any annual maintenance period. Ticketmaster will not be obligated to continue to provide Product Maintenance with respect to any version of the Products for more than one year after a release by Ticketmaster of an upgraded version of the same licensed Products.

(c) **Notification by Principal:** In the event of any breakdown or malfunction in the operation of the Hardware, or difficulties encountered in connection with access to the Software or the Products, Principal agrees to promptly notify Ticketmaster of any such breakdown, malfunction or difficulty to assist Ticketmaster in performing its obligations hereunder.

(d) **Central Computer Facility:** Ticketmaster shall, at its sole expense, maintain one or more central computer facility(ies) at such location(s) as it shall deem necessary for the operation of the TM System. Ticketmaster represents and warrants that adequate support personnel on duty at the central computer facility will be available to meet the reasonably anticipated service needs of Principal from time to time. In the event of any emergency, Ticketmaster further agrees to respond to such emergency as quickly as possible to provide Principal with repair services. Support services will be provided, on a return call basis, during Ticketmaster's normal business hours by personnel qualified to answer telephone inquiries by Principal seeking advice on questions and problems. Non-emergency calls made at the end of the day, which require support services that would keep staff beyond normal working hours, will be deferred to the following business day. Pager support will be provided for off-hour critical system emergencies.

(e) **Access to Principal's Equipment and Data:** In order to correctly diagnose faults in the equipment and data related to the Products, Principal will provide Ticketmaster 24 hour remote access to Principal's installation, pertinent sites, equipment (including any existing LAN or other network user monitor device) and user data through PC Anywhere or similar programs. Failure to provide such access may prohibit effective action by Ticketmaster and render Ticketmaster unable to proceed, and in such circumstances, Ticketmaster shall be under no liability for failure to perform its obligations hereunder.

(f) **Products Limitation of Liability:** Ticketmaster's maximum liability and obligation to Principal, and Principal's sole and exclusive remedy for any cause whatsoever, regardless of the form of action, whether in contract or in tort (including negligence), relating to the Products shall be limited to the repair or replacement of any defective diskette, replacement with identical or like Products, or refund of purchase price, all of which shall be at Ticketmaster's option, and in any case, shall be limited to

the recovery of actual damages up to the amount of fees paid by Principal to Ticketmaster for the particular task or specified deliverable for which breach is claimed (whether for Product license or consulting fees or other fees). THE REMEDIES SET FORTH ABOVE CONSTITUTE PRINCIPAL'S ONLY REMEDIES IN THE EVENT OF BREACH OF ALL OR PART OF THIS AGREEMENT WITH RESPECT TO THE PRODUCTS BY TICKETMASTER AND ARE IN LIEU OF ALL OTHER REMEDIES, WRITTEN OR ORAL, STATUTORY, EXPRESSED OR IMPLIED.

9. **Training of Principal's Employees.** Principal shall staff the Facility Box Office with its employees for the proper operation of the TM System for Ticket sales made through the Facility. Ticketmaster shall train, at its expense, Principal's employees who shall be reasonably necessary for the initial staffing of the Facility Box Office and for initial operation of the TM System at the Facility. Ticketmaster shall also provide additional training at its cost to other employees of Principal to the extent such training is necessary as a consequence of changes in, or a modification of, the Hardware or Software initiated by Ticketmaster or in Ticketmaster's method of operation. To the extent of any change in personnel by Principal in connection with Facility Box Office sales requiring additional training beyond that initially contemplated hereunder, Principal agrees to absorb all of the expenses (including any and all travel expenses) thereof.

10. **Facility Box Office Will-Call Services.** At all times during the Term of this Agreement, Principal shall maintain a designated Facility Box Office location for the pick-up of Tickets purchased through Internet Sales and Telephone Sales. The pick-up location shall be open during the normal hours of operation of the Facility Box Office. Principal shall notify Ticketmaster of Principal's will-call capabilities and will-call Facility Box Office hours. Principal shall verify the identity of each person picking up Tickets at will-call via a valid photo identification (government issued) and the credit card used in the Ticket sales transaction. Principal shall not release Tickets to any customer whose identity has not been so verified.

11. **Advertising.**

(a) **Advertising on Tickets and Envelopes:** Principal shall pay for all Ticket stock for Tickets printed or sold at the Facility Box Office. Principal shall have the right to sell advertising on Ticket stock printed or sold at the Facility Box Office and Ticket envelopes to the extent such Ticket stock and envelopes are paid for by Principal. Ticketmaster shall have the right to sell advertising on Ticket stock or envelopes with respect to (i) Tickets sold by Ticketmaster and (ii) Tickets sold by Principal to the extent such Ticket stock and envelopes are paid for by Ticketmaster

(b) **Advertisement of Attractions:** Principal hereby grants to Ticketmaster the right, in Ticketmaster's sole discretion, to advertise, in any medium determined by Ticketmaster, including on the TM.com Website or affiliated websites, Attractions and the availability of Tickets at the Facility Box Office, at all Outlets, and by Internet Sales and Telephone Sales and, in connection therewith, to use the name and logo of Principal, the Attraction, the Facility and all other information respecting the Attraction. Principal may, during the Term hereof, provide and place advertisements in any form of media which Principal shall desire to promote the availability of Tickets

(except on websites or other media operated by, or on behalf of, third-party ticketing companies); provided, however, that in the event Principal shall place any such advertisements, it shall use its best efforts to cause Ticketmaster's name, logos, applicable TM.com Website address and charge-by-phone number to be displayed in the advertisement, as well as the address of the Facility and, if possible, the identity of the Outlets where Tickets may be purchased. In this regard, Principal shall cause Principal's Website, if any and if there is linking, to deeplink to specified web page(s) within the applicable TM.com Website where ticket purchasers can begin the process of purchasing Tickets to Attractions bypassing earlier web pages shown to other ticket purchasers within the TM.com Website. Principal agrees to promote the availability of Tickets on the TM.com Website by including, at a minimum, one "above-the-fold" graphic Ticketmaster branded advertisement on each web page featuring one or more of the Attractions on Principal's Website, if any.

(c) **Advertisement of Products:** Principal shall actively and regularly promote the availability and capabilities of the Products to its Subscribers and other relevant consumers through all its media channels, including print advertisements and on Principal's Website. Principal shall use its best efforts to cause the corporate name and logo of Ticketmaster to be prominently displayed in any such advertisements and any such promotional materials. Principal hereby grants to Ticketmaster the right, in its sole discretion, to advertise the availability of the Products in any form of media which Ticketmaster desires (including, without limitation, on all Tickets) and, in connection therewith, to use Principal's name and logo and Principal's Website address and to note that the Products are offered by Principal to its Subscribers and other relevant consumers. Principal further grants to Ticketmaster the right, in its sole discretion, to use the name and logo of Principal and Principal's Website address on the Interface Page and on the applicable TM.com Website and for any other purpose necessary to carry out the purpose of this Section. Neither Principal nor Ticketmaster will serve banner ads or other promotional ad units of any kind or allow any third party to serve any such ad units on the Interface Page, without the other party's prior consent.

(d) **Advertising Revenue:** Ticketmaster and Principal shall separately receive and retain all income derived from advertising which each is entitled to sell under subsections (a), (b) and (c) above.

(e) **Ticketmaster Client Style Guide:** The look and feel of any and all links from Principal's Website to the Interface Page or the applicable TM.com Website are subject to Ticketmaster's prior approval. Principal shall comply with all terms and conditions of Ticketmaster's Client Style Guide, as it may be updated from time to time. A current copy is available online at <http://ticketmaster.com/client>.

(f) **Signage:** Principal, if applicable, may designate doors to accept *ticketFast*[™] tickets. At any such designated door, Principal shall affix and shall keep in place at all times in a prominent location signage that complies with Ticketmaster's Client Style Guide.

12. **Accounting Procedures.**

(a) **Weekly Payments:** Ticketmaster shall collect and deposit all Ticket Receipts derived from Outlet sales, Telephone Sales and Internet Sales in an account to be maintained by Ticketmaster. Withdrawals of the Ticket Receipts to which Principal is entitled shall be made from such account by Ticketmaster and delivered to Principal on Friday of each week with each weekly payment to be on account of TM System Ticket sales for Attractions that occurred. Each weekly payment shall be accompanied by a written accounting.

(b) **Cancelled Attractions; Refunds:** In the event that any Attraction for which Ticketmaster sold Tickets is cancelled, postponed, or modified (e.g., substitute acts) for any reason (each, a "Cancelled Attraction"), the Account Balance shall be held and made available for distribution by Ticketmaster to Ticket purchasers entitled to refunds for Tickets for Cancelled Attractions purchased from Ticketmaster. For purposes of this Agreement, the term "Account Balance" shall mean the amount of funds held at any time by Ticketmaster on account of Ticket sales for all Attractions, less the amount of Ticket sales proceeds which Ticketmaster is entitled to retain hereunder. Principal authorizes Ticketmaster to refund the Ticket price at the original point of purchase (e.g., at Outlets or by Internet Sales or Telephone Sales) and to exchange Tickets pursuant to any exchange policy that may be adopted by Principal and Ticketmaster. It is agreed and understood that Ticketmaster is the Ticket selling agent of Principal and therefore Ticketmaster's agreement to make any refunds as the agent of Principal is subject and limited to Ticketmaster holding or receiving from Principal the full amount of funds necessary to make refunds to all Ticket purchasers properly entitled to a refund. Principal and Ticketmaster agree that Ticketmaster shall be entitled to retain the Inside Charges, Convenience Charges and Processing Fees assessable with respect to the initial sale of Tickets to Cancelled Attractions and any other fees assessable although no additional compensation shall be payable to, or fee assessed by, Ticketmaster with respect to the exchange of any Tickets initially purchased from Ticketmaster. Principal shall be responsible for all refunds and exchanges of Tickets initially purchased from the Facility Box Office.

(c) **Chargebacks:** Ticketmaster reserves the right to deduct from Principal's settlement, portions of any Chargebacks that Ticketmaster is assessed by its merchant bank related to the Face Value, Processing Fee, Principal's credit card fees and any other fees due from Ticketmaster to Principal for up to eighteen (18) months after the occurrence of an Attraction or the processing of Products transactions, as applicable. Ticketmaster shall be responsible for the remaining portions of any Chargebacks, except to the extent caused by Principal's failure to obtain signatures, swipe credit cards, or follow any procedures provided by Ticketmaster or the merchant bank with respect to acceptance of credit cards, including, but not limited to, cardholder verification instructions for will-call and other alternative Ticket delivery/pick-up services. For purposes of this Agreement, "Chargebacks" shall mean the amounts that the merchant bank is charged back by a cardholder or a card issuer under the card organization's rules (e.g., cardholder dispute, fraud, declined transaction, returned Tickets for Cancelled Attractions, etc.).

(d) **Insolvency; Deficiency Amounts; Security for Repayment:** Principal shall provide immediate written notice to Ticketmaster in the event it files any voluntary or involuntary petition under the bankruptcy or insolvency laws or upon any

appointment of a receiver for all or any portion of Principal's business or the assignment of all or substantially all of the assets of Principal for the benefit of creditors (each, a "Material Financial Event"). The parties agree that this Agreement constitutes a financial accommodation by Ticketmaster to Principal as such term is utilized in 11 U.S.C. §365. If at any time, the Account Balance is not sufficient to pay for anticipated refunds or Chargebacks, Principal shall deliver the amount of such deficiency ("Deficiency Amount") to Ticketmaster no later than twenty-four (24) hours after notice by Ticketmaster to Principal. Ticketmaster shall have the right to setoff any Deficiency Amount against any amounts held by Ticketmaster on behalf of Principal. In the event of any Material Financial Event or in the event Principal has not paid any Deficiency Amount when due, Ticketmaster shall have the option to require Principal to provide additional security to Ticketmaster of a type (e.g., letter of credit, guaranty or performance bond) and in an amount as requested by Ticketmaster in its sole discretion, which Principal shall provide to Ticketmaster within five (5) business days after Ticketmaster's request. Ticketmaster reserves the right to require Principal to provide current financial statements to Ticketmaster within five (5) business days after Ticketmaster's written request.

(e) **Counterfeit Tickets:** It is agreed and understood that Ticketmaster shall not be liable to Principal for the printing and sale of counterfeit Tickets, including, without limitation, *ticketFast*[™] Tickets.

13. Taxes.

(a) **Taxes on Hardware:** Principal shall keep the Hardware (if any) free and clear of all levies, liens and encumbrances which are caused by Principal or under Principal's control and shall promptly reimburse Ticketmaster for all license fees, registration fees, assessments, charges and taxes, whether federal, state, county, municipal or other governmental or quasi-governmental, with respect to the Hardware (if any) located at the Facility, including, without limitation, use, excise and property taxes, and penalties and interest with respect thereto, except and excluding, however, any taxes based on or measured solely by Ticketmaster's net income.

(b) **Taxes on License Fees and Maintenance Fees:** The license fees and maintenance fees set forth in this Agreement are exclusive of any sales, use, value added, excise or other taxes, and Principal shall be responsible for paying all such applicable taxes.

(c) **Attraction Taxes:** Principal shall be responsible for calculating any and all Principal Taxes, for preparing and timely filing any and all tax returns or reports required to be filed in respect of any such Principal Taxes, and for timely remitting Principal Taxes to the appropriate taxing authority. Ticketmaster will collect and turn over to Principal the amounts to which Principal is entitled as provided in Section 12. In the event that Ticketmaster pays any Principal Taxes on behalf of Principal, Principal shall promptly reimburse Ticketmaster for any and all such Principal Taxes paid by Ticketmaster, including penalties and interest assessed with respect thereto (other than Principal Taxes, penalties and interest that Ticketmaster pays directly out of Principal's Ticket Receipts), and shall also promptly reimburse Ticketmaster for any and all expenses (including reasonable attorneys' fees) or damages that result from the failure

by Principal to properly calculate and timely remit Principal Taxes assessed on all amounts received by Principal under this Agreement, to timely file all related returns or reports, or to timely reimburse Ticketmaster for any and all such Principal Taxes, interest and penalties as provided above. Notwithstanding the foregoing, in the event that Ticketmaster is ever required by applicable law to remit Principal Taxes directly on behalf of Principal and file related tax returns or reports, Ticketmaster shall have the right to do so upon notice to Principal, and thereafter "Ticket Receipts" shall be defined to be reduced by such Principal Taxes. Ticketmaster shall be responsible for calculating any and all Ticketmaster Taxes, for preparing and timely filing any and all tax returns or reports required to be filed in respect of any such Ticketmaster Taxes, and for timely remitting such Ticketmaster Taxes to the appropriate taxing authority.

(d) **Principal's Taxpayer ID Number:** Principal certifies that Principal's federal taxpayer identification number (FEIN or SSN) is 94-1403748. Principal further certifies that its state taxpayer identification or registration number for the state in which the Facility is located is D-0335263.

14. **Audit of Sales.** At all times during the Term of this Agreement, (i) Principal shall have the right at its own expense to audit Ticket sales for Attractions by Ticketmaster to assure Ticketmaster's compliance with the terms of this Agreement, and (ii) Ticketmaster shall have the right at its own expense to audit Ticket sales for Attractions made by Principal and by others (including, without limitation, the promoter and sponsor of any Attraction, the act or event itself and Principal's Subscribers) to assure their compliance with the terms of this Agreement.

15. **Protection of Software and Products.**

(a) **Title to the Software and Products:** Principal covenants and agrees that the Software and Products and any deliverables or work product furnished under this Agreement are, and shall at all times be and remain, personal property which shall, at all times, remain the sole and exclusive property of Ticketmaster, and Principal shall have no right, title or interest therein or thereto except as a licensed user thereof. Principal hereby agrees that it will, whenever reasonably requested by Ticketmaster, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, agreements, instruments, and documents necessary or desirable, in form satisfactory to Ticketmaster, to protect the rights and ownership of Ticketmaster to and of the Software and Products. Upon the expiration or termination of this Agreement, Principal shall return the Software and Products to Ticketmaster any and all licenses and other rights to the Software and Products shall terminate with respect to Principal, and Principal shall return to Ticketmaster the original and all copies of the Products in its possession. Principal's obligations under this Section 15 shall survive the termination or expiration of this Agreement.

(b) **Designation of Ownership:** If, at any time during the Term hereof, Ticketmaster supplies Principal with labels, plates or other markings stating that the Software or Products are owned by Ticketmaster, Principal shall affix and keep the same in a prominent place on the Software or Products, as applicable, in recognition of Ticketmaster's ownership of the same.

16. **Termination.**

(a) Upon an Event of Default pursuant to Exhibit A by Ticketmaster, Ticketmaster shall, without demand, forthwith pay to Principal all amounts due and owing pursuant hereto, and Principal may:

(i) require Ticketmaster to remove all Hardware and if applicable, all Software and Products from the Facility; and

(ii) terminate this Agreement

(b) Upon an Event of Default pursuant to Exhibit A by Principal, Principal shall, without demand, forthwith pay to Ticketmaster all amounts due and owing pursuant hereto, and Principal authorizes Ticketmaster to setoff any amounts owed to Ticketmaster hereunder against any amounts held by Ticketmaster on behalf of Principal, and Ticketmaster may:

(i) terminate Principal's right to access and use the TM System and take immediate possession of the Hardware, Software and Products wherever the same may be located without demand, notice or court order; and

(ii) terminate this Agreement.

(c) No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy herein or otherwise available at law or in equity, each and all of which are subject to the limitations contained in Section 8 of Exhibit A.

17. **Miscellaneous.**

(a) **Representatives:** During the Term of this Agreement, each party shall designate in writing an individual who will serve as its representative with respect to the resolution of disputes which may arise in connection with the administration of this Agreement. Principal initially designates Gill E Campbell as Principal's representative in such capacity. Ticketmaster initially designates Ann Mooney as Ticketmaster's representative in such capacity.

(b) **Name Changes:** In the event Ticketmaster changes, revises or updates any Software, Products or the applicable TM.com Website names or website addresses, the terms and conditions of this Agreement shall continue in full force and effect throughout the Term with the new name as a replacement for the previous name.

(c) **Additional Documents:** Each of the parties hereto agrees to execute and deliver such additional and further documents and instruments as may be necessary or appropriate to carry out the intents and purposes of this Agreement.

IN WITNESS WHEREOF, Ticketmaster and Principal have caused this Licensed User Agreement to be duly executed as of the date first above written.

TICKETMASTER L.L.C.,
a Delaware limited liability company

By: John Chirp

Title: Marketing Manager

Address: 201 Third Street
Suite 600
San Francisco, CA 94103
Attn: General Manager

With a copy to:

Ticketmaster L.L.C.
Address: 3701 Wilshire Boulevard
Suite 700
Los Angeles, CA 90010
Attn: Executive Vice President,
West Region

and with a copy to:

Ticketmaster L.L.C.
8800 Sunset Boulevard
West Hollywood, CA 90069
Attn: Victoria Rishwain

SPORTS CAR RACING ASSOCIATION OF
THE MONTEREY PENINSULA (SCRAMP),
a California 501C4 Not For Profit
Corporation

By: Don Ask 5-13-05

Title: Don Ask , President

Address: PO Box 2078
Monterey, CA 93942
Attn: Don Ask

With a copy to:

Address: PO Box 2078
Monterey, CA 93942
Attn: Gill E. Campbell

EXHIBIT A

STANDARD TERMS AND CONDITIONS

In the event that any of the provisions of this Exhibit A conflict with the provisions of the agreement to which it is attached, the applicable provision of the agreement to which this Exhibit A is attached will govern.

1 Definitions.

- (a) "Confidential Information" is defined in Section 11(a)
- (b) "Event of Default" is defined in Section 10(a).
- (c) "Intellectual Property" is defined in Section 2(a)
- (d) "Principal's Indemnitees" is defined in Section 9(b).
- (e) "Principal's Representatives" is defined in Section 9(a).
- (f) "Proprietary Information" is defined in Section 3
- (g) "Purchaser Data" is defined in Section 4
- (h) "Systems" is defined in Section 7(a).
- (i) "Ticketmaster's Indemnitees" is defined in Section 9(a).

2 Intellectual Property/Limited License.

(a) Each party shall retain all right, title and interest in and to its respective trademarks, service marks and trade names worldwide ("Intellectual Property") subject to a limited non-exclusive, non-transferable license necessary to perform this Agreement. Each party grants the other a royalty-free, non-exclusive, non-transferable license, during the Term, within the territory, to include such party's pre-approved Intellectual Property solely in connection with the promotions and marketing contemplated in this Agreement.

(b) Each party shall use the other's Intellectual Property only as provided, and shall not alter the Intellectual Property in any way, nor shall it act or permit action in any way that would impair the rights of owning party in its Intellectual Property. Each party acknowledges that its use of the other party's Intellectual Property shall not create any right, title or interest in or to such Intellectual Property. Each party shall have the right to monitor the quality of the other party's use of its Intellectual Property. Additionally, each party shall notify the other promptly in writing of any known infringement of the other's Intellectual Property. Any references to a party's Intellectual Property shall contain the appropriate trademark, copyright or other legal notice provided from time to time by owning party.

3. Proprietary Information. Principal acknowledges and agrees that all information, methods, formulae, techniques, processes, system and programs devised, produced or supplied by Ticketmaster in text or displayed on the computer screens when utilizing the TM System or any other information disclosed to Principal regarding the TM System, future modifications or product direction for current or future products, is confidential and proprietary (hereafter "Proprietary Information") and shall be and remain the property of Ticketmaster or its licensors. In addition to the proprietary rights described above, Principal is warned and acknowledges that Ticketmaster has invention rights, copyrights, and other intellectual property rights in the TM System and the information contained therein which prohibit copying, sale, modification and re-manufacture of the TM System and information regarding the TM System and which will be enforced.

4. Purchaser Data/Use of Opt-Outs. Principal and Ticketmaster each has rights in the personally identifiable information with respect to persons who actually purchased tickets to Principal's Attractions through Ticketmaster (whether by telephone call, outlet or via the Internet) ("Purchaser Data"), subject to the terms hereof. Ticketmaster will solely retain rights in any other data that is collected by Ticketmaster by any means regardless of whether such data is redundant of Purchaser Data. Ticketmaster takes seriously its efforts to ensure the privacy rights of ticket purchasers. Principal therefore agrees to use the Purchaser Data only in compliance with all applicable laws and administrative rulings and in accordance with Principal's own posted privacy policies. Ticketmaster also requires that Principal include in any email communications that Principal may make based on the Purchaser Data a mechanism to provide the recipient with the right to "opt-out" from receiving further communications from Principal and that Principal honor such opt-out preferences.

5. Approvals. All materials submitted to either party for approval must be submitted in writing to the location and person(s) as indicated by such party from time to time

6. Representations and Warranties

(a) Each party represents, warrants and covenants to the other that:

(i) It is duly organized and in good standing under the laws of the State indicated as its state of organization in the first paragraph of this Agreement and has the requisite power to enter into and perform this Agreement;

(i) This Agreement has been duly authorized, executed and delivered on behalf of such party and constitutes the legal, valid, and binding agreement of such party, enforceable in accordance with its terms;

(ii) The entering into and performance of this Agreement will not violate any judgment, order, law, regulation or agreement applicable to such party or any provision of such party's charter or bylaws, or violate the rights of any third party, or result in any breach of, constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of such party (or, in the case of Principal, result in any such encumbrance upon any aspect of the TM System), pursuant to any instrument to which such party is a party or by which it or its assets may be bound; and

(iv) It owns or controls the rights granted or licensed to the other party in this Agreement

(b) Ticketmaster represents, warrants and covenants to Principal that:

(i) Ticketmaster owns and has title to the Hardware (if applicable) and has license rights in and to the Software and Products (if applicable);

(ii) The Hardware (if any), Software and Products (if applicable) will perform, and operation of the TM System, including all repair and service responsibilities, will be undertaken in a manner reasonably adequate for the performance of Ticketmaster's obligations under this Agreement; provided, however, that such warranties do not extend or become applicable with respect to any delays, stoppages or malfunctions which are caused by the acts of any third parties, or which are not under or are caused by events or causes beyond the control of Ticketmaster; and

(iii) Ticketmaster's services, if any, shall be performed by competent personnel of a professional quality consistent with generally accepted industry standards for the performance of such services so that the deliverables shall comply with functional specifications, if any, agreed upon by the parties in writing.

(c) Principal represents, warrants and covenants to Ticketmaster that:

(i) Principal is the sole and exclusive operator of the Facility and/or has the sole and exclusive right and authority to enter into this Agreement and to schedule and present the Attractions at the Facility;

(ii) No agreement or understanding between Principal and any third party (including, without limitation, the promoter or sponsor of any Attraction or the act or event itself) with respect to rights to sell Tickets contains or shall contain any provision inconsistent with any provision, or the purpose or intent, of this Agreement; and

(iii) Principal and any entities who obtain Products (if applicable), if otherwise permitted herein, will comply with all U.S. export laws relating to the licensing and delivery of the Products outside the U.S.

(d) The representations and warranties contained in this Section shall be deemed "material" as such term is used in Section 10 below, for all purposes related to this Agreement. ALL IMPLIED WARRANTIES EXISTING BY OPERATION OF LAW, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND NEGATED BY THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT

7. Disclaimer of Warranty

(a) Each party expressly disclaims any warranty that the use of its computer systems (including the TM System) or other online services (collectively, "Systems") will be uninterrupted or error free or that the specifications will meet the other party's requirements.

(b) Each party's Systems are provided to the other party on an "AS-IS" basis without warranties of any kind, either express or implied, including without limitation warranties of merchantability or fitness for a particular purpose or use with respect to the Internet or use of information in connection with any Systems provided in this Agreement. Each party acknowledges that electronic communications and databases are subject to errors, tampering and break-ins. While each party agrees to take reasonable security precautions to avoid such occurrences, neither party guarantees nor warrants that such events will not take place.

8. Limitation on Liability In no event shall Ticketmaster be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits, lost savings, lost or destroyed data, lost ticket revenues, lost opportunity costs or any other economic loss, of any type or nature, or for events or circumstances beyond Ticketmaster's control, even if Ticketmaster has been advised of the possibility of such damages. Neither occasional short term interruptions of service which are not unreasonable under comparable industry standards nor interruptions of service resulting from events or circumstances beyond Ticketmaster's reasonable control shall be

cause for any liability or claim against Ticketmaster hereunder, nor shall any such occasion render Ticketmaster in default under this Agreement.

9. Indemnification.

(a) Principal shall indemnify Ticketmaster and its parents, subsidiaries, and their officers, directors, employees and agents and their successors and assigns (collectively, for purposes of this Section, "Ticketmaster's Indemnitees") against, and hold Ticketmaster's Indemnitees harmless from, any and all claims, actions, damages, expenses (including court costs and reasonable attorneys' fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against Ticketmaster's Indemnitees occurring as a result of, or in connection with: (i) any Event of Default under this Agreement by Principal or any of its officers, directors, employees and agents (collectively, "Principal's Representatives"); (ii) use of the TM System (including without limitation any customization of Principal's Website or the Interface Page (if applicable) and any e-mail campaigns or distributions using the TM System) or possession and use of the Hardware (if any) by Principal or any of Principal's Representatives; (iii) any Attraction held or scheduled to be held at the Facility (including any injuries or deaths occurring at or in connection with any Attraction or the failure of any Attraction to occur or to occur in the manner advertised or promoted); (iv) a claim that Ticketmaster's release of the Purchaser Data to you violates any applicable (United States or foreign) law, rule or regulation, including without limitation Canada's Personal Information Protection and Electronic Documents Act; (v) Principal's use of the Purchaser Data; (vi) violations of laws relating to the resale of Tickets; or (vii) any email campaigns or distributions conducted by Ticketmaster on Principal's behalf or conducted by Principal including, without limitation, email campaigns or distributions in violation of federal, state or other laws applicable to commercial emails; except, in each case, to the extent that any such claims shall relate to Ticketmaster's negligence or willful misconduct with respect thereto.

(b) Ticketmaster shall indemnify Principal and its parents, subsidiaries, and their officers, directors, employees and agents and their successors and assigns (collectively, for purposes of this Section, "Principal's Indemnitees") against, and hold Principal's Indemnitees harmless from, any and all claims, actions, damages, expenses (including court costs and reasonable attorneys' fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against, Principal's Indemnitees occurring as a result of, or in connection with: (i) any Event of Default under this Agreement by Ticketmaster; or (ii) any alleged patent, trademark or copyright infringement asserted against Principal's Indemnitees with respect to Principal's use of the TM System; except, in each case, to the extent that any such claim shall relate to Principal's negligence or willful misconduct with respect thereto.

(c) The indemnified party must notify the other party promptly in writing of any claim hereunder, and provide, at such other party's expense, all reasonably necessary assistance, information and authority to allow the other party to control the defense and settlement of such claim.

10 Termination.

(a) This Agreement may be terminated by either party in the event of any material default in or material breach of the terms and conditions of this Agreement by the other party, after the other party has received written notice of default and thirty (30) business days (or ten (10) business days, in the case of a monetary default) to cure such default (each such occurrence, after the expiration of such cure period, shall be an "Event of Default"); or the filing of any voluntary or involuntary petition against the other party under the bankruptcy or insolvency laws of any applicable jurisdiction, which petition is not dismissed within sixty (60) days of filing, or upon any appointment of a receiver for all or any portion of the other party's business, or any assignment of all or substantially all of the assets of such other party for the benefit of creditors

(b) This Agreement may be terminated on ten (10) days' prior written notice, at the sole discretion of Ticketmaster in the event that more than 50% of Principal's assets or voting stock is sold or otherwise assigned to a third party

(c) This Agreement may be terminated by Ticketmaster in the event any act by Principal threatens to cause any infringement of any Ticketmaster (or Ticketmaster licensor) intellectual property or other property right, including without limitation, any copyright, license right or trade secret right, and Principal fails to refrain from so acting within ten (10) business days' written notice from Ticketmaster

(d) Upon the effective date of any termination or expiration of this Agreement, provisions regarding ownership of intellectual property rights, representations and warranties, confidentiality, indemnification, limitation of liability, non-solicitation, jurisdiction and venue shall remain in full force and effect; each party shall immediately cease the use of the other party's Intellectual Property; and each party shall return, or at the other party's request, destroy all copies of Confidential Information, and all other property belonging to and/or received from the other party.

11 Confidential Information

(a) The parties acknowledge that by reason of their relationship hereunder, they may from time to time disclose information regarding their business, products, software technology, Intellectual Property and other information (including without limitation the Proprietary Information) that is confidential and of substantial value to the

other party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). The provisions of this Agreement shall be deemed to be Confidential Information

(b) Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of the breach of the confidentiality obligations in this Agreement by the receiving party, (ii) is or has been independently acquired or developed by the receiving party without violating any of the confidentiality obligations in this Agreement, (iii) was within the receiving party's possession prior to it being furnished to the receiving party by or on behalf of the disclosing party, or (iv) is received from a source other than the disclosing party; provided that, in the case of (iii) and (iv) above, the source of such information was not known by the receiving party to be bound by a confidentiality obligation to the disclosing party or any other party with respect to such information.

(c) Each party agrees that it will keep the Confidential Information strictly confidential and will not use in any way for its own account or the account of any third party, nor disclose to any third party, any Confidential Information revealed to it by the other party without the other party's prior written consent, except to the extent expressly permitted by this Agreement; provided, however, that the receiving party may disclose the Confidential Information, or any portion thereof, to its directors, officers, employees, legal and financial advisors, controlling persons and entities who need to know such information to perform such party's obligations under this Agreement and who agree to treat the Confidential Information in accordance with the confidentiality obligations in this Agreement. Each party shall use the same degree of care to avoid disclosure or use of the other party's Confidential Information as it employs with respect to its own Confidential Information of like importance and represents that it has adequate procedures to protect the secrecy of such Confidential Information including without limitation the requirement that employees have executed non-disclosure agreements which have the effect of adequately protecting Confidential Information.

(d) In the event that either party receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena, document request, notice of deposition or other legal proceeding, such party agrees to notify the other pursuant to Section 19 below, within forty-eight (48) hours after receipt of such legal document, and such party agrees to cooperate with the other in any attempt to obtain a protective order.

12. **Governing Law/Jurisdiction.** This Agreement shall be interpreted and governed by the laws of the State of California, without reference to conflict of laws principles. Each of the parties hereto agrees that the state courts, and the United States federal courts, that are located in the State of California shall each have subject matter jurisdiction hereunder and personal jurisdiction over each of the parties hereto. Each such party hereby consents thereto, and hereby waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent that any proceeding is conducted in accordance with the foregoing provision.

13. **Waiver of Jury Trial.** In the event the parties are required for any reason to submit any dispute hereunder to trial, the parties expressly agree to waive the right to a jury trial, because the parties hereto, all of whom are represented by counsel, believe that the complex commercial and professional aspects of their dealing with one another make a jury determination neither desirable nor appropriate.

14. **Entire Agreement: Modification.** This Agreement constitutes the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous oral or written communications, proposals, agreements, and commitments. No modification to this Agreement, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default. A party's delay in enforcing its rights hereunder shall not be construed as a waiver of such rights or remedies.

15. **Assignment.** Without the prior written consent of Ticketmaster, Principal shall not (i) directly or indirectly assign, transfer, pledge or hypothecate its rights or obligations in this Agreement or any interest therein; or (ii) permit the Hardware (if any) or any part thereof to be used, or access to the Software or any part thereof to be had, by anyone other than Principal or Principal's authorized employees. Any such assignment shall not relieve Principal of any of its obligations hereunder. Without the prior written consent of Principal, Ticketmaster shall not assign or transfer its rights or obligations in this Agreement or any interest therein, except in the event of an assignment by Ticketmaster to any parent, subsidiary, affiliate or successor-in-interest (including, without limitation, a successor by virtue of an acquisition), in which event no such consent shall be required. Any assignment, transfer, pledge or hypothecation for which consent is required hereby and which is made without such consent shall be void.

16. **Relationship of the Parties.** Each party is an independent contractor and not an agent or partner of, or joint-venturer with, the other party for any purpose other than as set forth in this Agreement (e.g., Ticketmaster is the agent of Principal with respect to ticket sales and distribution). Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

17. **Delays.** Neither party shall be liable or deemed in default, and no Event of Default shall be deemed to have occurred, as a result of any delay or failure in performance of this Agreement resulting directly or indirectly from any cause completely, solely and exclusively beyond the control of that party, but only for so long as such delay shall continue to prevent performance.

18. **Severability.** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.

19. **Notices.** Any notices required to be given under this Agreement must be sent to each party, in writing, at the address set forth immediately below the signature line hereto or at such address as may be provided by each party in writing from time to time, by certified or registered mail, return receipt requested or by an overnight courier. Notices will be deemed effective the day following sending if sent by overnight courier or five days after sending if sent by certified or registered mail.

20. **Binding Agreement/Counterparts.** The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns; provided, however, that this Agreement shall not be binding until executed by each of the parties. This Agreement may be executed in multiple counterparts which when taken together constitute a single instrument.

21. **Legal Review.** Each of the parties has had the opportunity to have its legal counsel review this Agreement on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement will be construed as if drafted jointly by the parties. The parties expressly agree that the construction and interpretation of this Agreement shall not be strictly construed against the drafter.

22. **Attorneys' Fees.** In addition to any other rights hereunder, the substantially prevailing party, as a court of competent jurisdiction (as provided above) may determine, in any claim or other dispute which relates to this Agreement, regardless of whether such claim or other dispute arises from a breach of contract, tort, violation of a statute or other cause of action, shall have the right to recover and collect from the other party its reasonable costs and expenses incurred in connection therewith, including, without limitation, its reasonable attorneys' fees. If a party substantially prevails on some aspects of such claim or dispute but not others, the court may apportion any award of costs or attorneys' fees in such manner as it deems equitable.