

THIRD AMENDMENT TO LICENSED USER AGREEMENT

THIS THIRD AMENDMENT TO LICENSED USER AGREEMENT ("Amendment") is entered into and made effective as of October __, 2013 ("Effective Date"), by and between Ticketmaster L.L.C, a Virginia limited liability company ("Ticketmaster") and Sports Car Racing Association of the Monterey Peninsula (SCRAMP), a California 501(c)(4) not-for-profit corporation ("Principal"), with reference to the following facts:

A. Ticketmaster L.L.C., a Delaware limited liability company and predecessor-in-interest to Ticketmaster, and Principal entered into that certain Licensed User Agreement dated as of January 1, 2005, as amended by that certain Amendment to Licensed User Agreement dated as of January 1, 2010 and that certain Second Amendment to Licensed User Agreement dated as of April 1, 2011 (as amended, "Licensed User Agreement") whereby Principal authorized Ticketmaster to act as Principal's exclusive agent for the sale of all remote (e.g. at outlets, by telephone and via the internet) Tickets to attend each of the Attractions upon the terms and conditions set forth in the Licensed User Agreement.

B. Ticketmaster and Principal hereby desire to amend the Licensed User Agreement in certain respects as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree, effective as of the Effective Date, as follows:

1. **Defined Term(s)**. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Licensed User Agreement.

2. **Premium Ticketmaster Products**.

(a) **Definitions; Products to be Provided**. Effective Section 5(a) of the Licensed User Agreement is hereby amended by adding the following to the end of such Section:

"Ticketmaster Hosted Platform" shall mean the equipment, operating system, hardware and software specifications, and networking environment on and with which the TM System and Software are hosted by Ticketmaster, and additions or replacements to the foregoing which may be implemented by Ticketmaster in accordance with the terms of this Agreement."

(b) **Licensed and Maintenance Fees**.

(i) The chart set forth in Section 5(b)(i) of the Licensed User Agreement with respect to License and Maintenance Fees is hereby amended to include the following:

<u>Products</u>	<u>License Fees</u>	<u>Annual Maintenance Fees</u>
Ticketmaster Hosted Platform	\$2,000 annually	Waived

(ii) The annual License Fee set forth above with respect to Ticketmaster Hosted Platform shall be due and payable on January 1, 2014 and on January 1 of each Contract Year during the Term of the Agreement thereafter.

3. **Hosted Platform.** Section 6 of the Licensed User Agreement is hereby amended by adding the following subsection (g) to the end of such Section:

"(g) **Hosted Platform.** During the Term, Ticketmaster shall host the Software and provide and maintain the Hosted Platform on which the Software will be installed and run, including provision of the physical environment including physical security, HVAC and power for the required server hardware for the Hosted Platform and the Software. Ticketmaster will also provide access via certain Internet connectivity, by being responsible for network operation and availability from the public Internet up to the termination cables at the network interface card on the server hardware for the Hosted Platform. Ticketmaster will not be responsible for power at the Facility or Principal's connectivity to the Internet. Ticketmaster will not be obligated to continue to provide maintenance with respect to any version of any particular Product or Software hosted by Principal for more than one year after a release by Ticketmaster of an upgraded version of the same Product or Software. Ticketmaster shall maintain an archive of Principal's Ticketmaster Archtics database for up to two (2) years in the format of Principal's then current Ticketmaster Archtics version. Ticketmaster shall retain archives of Principal's Ticketmaster Archtics database in excess of two (2) prior years in an offline form to be stored at Ticketmaster's data center, which prior archives shall not be updated to Principal's then current Ticketmaster Archtics version; provided, that Ticketmaster shall extract data from such prior archives at Principal's request and deliver such data extracts to Principal."

5. **Credit Card Sales at Outlet Sales.**

(a) Section 3(b) of the Licensed User Agreement shall be amended by deleting the following therefrom:

"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."

(b) Section 3(c) of the Licensed User Agreement shall be deleted in its entirety and replaced with the following:

"(c) **Payment Processing Fees:** With respect to Tickets purchased with credit cards, debit cards, gift cards or any other methods of payment, the payment authorization and processing fees ("Payment Processing Fees") shall be passed on to Principal at an amount equal to 2.26% of the Face Value of all Tickets sold via Telephone Sales and Internet Sales, which percentage rate shall be deducted by Ticketmaster from the Ticket sales proceeds, or, at Principal's option, upon notice to Ticketmaster, the convenience charge may be adjusted to include Principal's portion of such Payment Processing Fees, provided that the convenience charge will be rounded up to the nearest nickel (\$0.05). With respect to all purchases at Outlets, Payment Processing Fees shall be passed on to the ticket purchaser at an amount equal to 2.63% of the Face Value of all Tickets, increasing the applicable Convenience Charge set forth above by the amount of such Payment Processing Fees, provided that the Convenience Charge will be rounded up to the nearest nickel (\$0.05). The Payment Processing Fees set forth above are subject to automatic increase due to increases in interbank rates imposed on Ticketmaster."

(c) "Credit card company charge" shall be replaced with "Payment Processing Fee", and "credit card company charges" shall be replaced with "Payment Processing Fees" wherever such terms appear in the Licensed User Agreement.

6. **Conflicting Terms.** In the event a conflict arises between this Amendment and the terms and conditions of the Licensed User Agreement the terms and conditions of this Amendment shall control. Except as specifically set forth herein to the contrary, all of the terms and conditions of the Licensed User Agreement are in full force and effect, shall continue in full force and effect throughout the term and are hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth below.

TICKETMASTER L.L.C.,

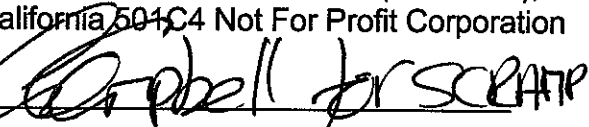
a Virginia limited liability company,

By: _____

Title: _____

Date: _____

SPORTS CAR RACING ASSOCIATION OF
THE MONTEREY PININSULA (SCRAMP),
a California 501(c)(4) Not For Profit Corporation

By:  _____

Title: CEO _____

Date: 10/10/13 _____