

ticketmaster

AMENDMENT TO LICENSED USER AGREEMENT

THIS AMENDMENT TO LICENSED USER AGREEMENT ("Amendment") is entered into as of October 22, 2009 and is effective as of January 1, 2010 ("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 and Principal entered into that certain Licensed User Agreement dated as of January 1, 2005 ("Licensed User Agreement") whereby Principal authorized Ticketmaster to act as Principal's exclusive agent for the sale of all remote (e.g. on the Internet, at outlets and by telephone) 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 extend the term of the Licensed User Agreement for a period of six (6) years, and to amend the Licensed User Agreement in certain other respects as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree 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. Extension of Term. The term of the Licensed User Agreement, as modified by this Amendment, is hereby extended for a period of six (6) years, commencing on the Effective Date of this Amendment and expiring on December 31, 2015 ("Extended Term"). For purposes of this Amendment, each twelve (12) month period commencing on January 1 and continuing through the following December 31 shall be a "Contract Year" as such term is used herein.

3. Compensation.

(a) Convenience Charge (Per Ticket): Section 3(b) of the Licensed User Agreement shall be deleted in its entirety and replaced with the following:

"(b) Convenience Charge (Per Ticket): Ticketmaster shall assess a Convenience Charge against purchasers of Tickets for Tickets to all Attractions sold by Ticketmaster. The amount of the Convenience Charge for each applicable category of Ticket sale shall be as follows:

<u>Face Value of Ticket</u>	<u>Convenience Charge – Outlet Sales, Telephone Sales and Internet Sales</u>
\$9.99 and below	\$3.75
\$10.00 to \$14.99	\$4.00
\$15.00 to \$24.99	\$5.00
\$25.00 to \$34.99	\$6.50
\$35.00 to \$44.99	\$7.50
\$45.00 to \$54.99	\$8.50
\$55.00 to \$64.99	\$9.50
\$65.00 to \$99.99	\$10.50
\$100.00 to \$124.99	\$11.50
\$125.00 to \$149.99	\$13.50
\$150.00 and above	- to be mutually determined -

The Convenience Charges set forth above shall be effective as of the Effective Date of this Amendment.

On January 1, 2011 and on January 1 of every other Contract Year thereafter during the Term of the Licensed User Agreement, the Convenience Charges set forth above shall be automatically increased by \$0.25 per Ticket.”

(b) Processing Fee (Per Order): The first sentence of Section 3(d) of the Licensed User Agreement shall be deleted in its entirety and replaced by the following:

“Ticketmaster shall assess a Processing Fee against purchasers of Tickets in the amount of \$3.65 with respect to each order of Tickets ordered by Internet Sales and Telephone Sales.”


4. Archtics Maintenance Fee. Effective as of the Effective Date of this Amendment, Principal may pay Ticketmaster the annual Archtics Maintenance Fee set forth in Section 5(b) of the Licensed User Agreement either (i) in one (1) full installment due and payable to Ticketmaster on January 1 of each Contract Year during the Term of the Licensed User Agreement or (ii) in two (2) equal installments of \$7,500 each, which shall be due and payable to Ticketmaster on January 1 and on July 1 of each Contract Year during the Term of the Licensed User Agreement.

5. Archtics Hardware. Upon execution of this Amendment, Ticketmaster shall reimburse Principal for the value (as approved by Ticketmaster) of the following pieces of equipment to be purchased by Principal: one (1) Archtics database server and one (1) Archtics application server. For the avoidance of doubt, such equipment shall not be deemed to be Hardware for purposes of the Licensed User Agreement. If any additional Archtics Hardware is necessary in connection with Principal’s use of such new servers, Ticketmaster shall reimburse Principal for the value of such additional Archtics Hardware purchased by Principal upon mutual 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: Sales & Marketing Manager
Date: 10/29/09

SPORTS CAR RACING ASSOCIATION
OF THE MONTEREY PENINSULA
(SCRAMP),
a California 501(c)(4) not-for-profit
corporation

By: 
Title: ceo / general manager
Date: 10/22/09