

**EXTENSION AGREEMENT AND FIFTH AMENDMENT  
TO  
TICKETING SERVICES AGREEMENT**

**FOR VALUE RECEIVED**, the receipt and sufficiency of which is hereby acknowledged, this Extension Agreement and Fifth Amendment to the Ticketing Services Agreement (“Extension and Fifth Amendment”) is entered into by the City of San Antonio, a Texas Municipal corporation (“City”), acting by and through its City Manager and Ticketmaster, L.L.C., (“Contractor”) acting by and through its duly authorized designated officer.

**RECITALS**

- A. City and Contractor are parties to that certain Ticketing Services Agreement (the “Agreement”) entered into pursuant to City Ordinance No. 2009-06-25-0590, passed and approved on June 25, 2009, as amended.
- B. Section 2.2 of the Agreement provides an additional five (5) year renewal term, subject to City Council approval.
- C. City and Contractor desire to exercise the renewal term and extend the Agreement through June 30, 2019.
- D. The Parties desire to amend the terms and conditions of the Agreement as set forth in this Extension and Fifth Amendment, as further described below.
  - 1. **Effective July 1, 2014, the term “TicketExchange/TNOW” shall be deleted and replaced with the term “TM+” throughout the Agreement, as applicable, except that all terms and provisions specifically related to TM+ shall be implemented and effective. Additionally, all sums due and owing the City from TicketExchange/TNOW shall survive this date and shall be payable to City in the manner prescribed in the Agreement and amendments.**
  - 2. **It is the understanding of the Parties that TM+ is replacing Contractor’s former secondary market Ticket resale platforms, TicketExchange and TNOW, and all references in the Agreement and amendments to TicketExchange and TNOW shall be null and void and of no further force or effect after June 30, 2014.**
  - 3. **Effective July 1, 2014, the terms “Fan Connect”, “Fan Connect Revenue”, “TicketExchange/TNOW Posting Fee”, “TicketExchange/TNOW Processing Fee”, and “TicketExchange/TNOW Seller Proceeds” shall be deleted throughout the Agreement. All sums due and owing the City from Fan Connect and Fan Connect Revenue shall survive this date and shall be payable to City in the manner prescribed in the Agreement and amendments.**

4. **Effective July 1, 2014, the term “MailManager” shall be deleted and replaced with the term “TM Messenger” throughout the Agreement, as applicable.**
5. **It is the understanding of the Parties that TM Messenger replaced Contractor’s former MailManager system, and all references in the Agreement to MailManager shall be null and void and of no further force or effect after June 30, 2014.**
6. **The term “Advertising Allowance” shall be deleted and replaced with the term “Advertising & Technology Allowance” throughout the Agreement.**
7. **Article I shall be deleted in its entirety and replaced with the following and all references in the Agreement and amendments to these definitions shall be renumbered accordingly:**

## **“I. DEFINITIONS**

1.1 “AccessManager” shall mean (i) the computer hardware and communications equipment (e.g. the scanners necessary to provide the Contractor’s AccessManager System at the Facilities) purchased and owned by City and described in Exhibit B hereto, (ii) Contractor’s procedures, personnel, and repair and maintenance services related to the AccessManager software, which, in the aggregate, comprise an integrated event ticketing access control system that is designed to interface with Contractor’s System, to facilitate certain reporting systems, and to provide various enhanced services to the patron admissions process through the use of bar codes and other media printed on Tickets, and (iii) the integrated event ticketing bar code and other access control software commonly known as AccessManager that is designed to interface with Contractor’s System. Unless specifically provided otherwise herein, the terms “Software” and “Contractor’s System”, as used in this Agreement, shall be deemed to include the AccessManager software and AccessManager System respectively.

1.2 “Account” is defined in Section 13.1 herein.

1.3 “Account Balance” is defined in Section 13.2 herein.

1.4 “Advertising and Technology Allowance” shall mean an annual disbursement of funds from the Contractor to the City to advertise and promote Contractor as the source for advance Tickets to Attractions at the Facility, less any deductions applied by Contractor for City’s use of Contractor’s third-party TM Messenger system, and Kiosks, and any other deductions mutually agreed by the Parties. These funds may also be used for technology that is mutually beneficial to both City and Contractor.

1.5 “Advertising Restrictions” is defined in Section 11.6.3 herein.

1.6 “Agreement Year” is defined in Section 2.4 herein.

1.7 “Attraction” shall mean concerts, sports, entertainment and family shows, artistic presentations, and other events to be held at the Facilities, excluding (i) (upon the consent of Contractor) certain local, civic and charitable events (i.e. high school sports, cheerleading competitions, graduations, proms, fundraising events such as galas and benefits, and scholarship events) for which only hard Tickets are privately marketed and sold directly by the event promoter or organizer directly to the event’s patrons, and; (ii) events with event day only ticket sales (no presale). Under no circumstances do any of these exclusions allow for the sale or distribution of any tickets through a third-party or competing ticketing company.

1.8 “Attraction Detail Page” shall mean a webpage on Contractor’s Website where users begin their search for Tickets to an Attraction by requesting a quantity and section and that contains detailed information about a specific Attraction, including such information as the time and date of the Attraction, artist information, and pricing details.

1.9 “Attraction Taxes” shall mean 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 City Taxes and Contractor Taxes.

1.10 “Auction Base” shall mean the Face Value of a Ticket in addition to the related Convenience Charge for such Ticket.

1.11 “Auction Fee” shall mean the amount Contractor charges consumers for purchasing Tickets sold via a Contractor online auction. The Auction Fee shall be charged to consumers as a percentage of the Auction Lift.

1.12 “Auction Lift” shall mean the difference between the ultimate price a consumer pays for a Ticket sold via Contractor online auction less the Auction Base.

1.13 “AVD”, also know as “Authentication, Verification and Delivery”, shall mean Contractor’s proprietary Ticket authentication, validation and delivery service, and related Software and technology.

1.14 “AVD Fee” shall mean the per order amounts charged by Contractor to Ticket sellers to authenticate, validate and deliver Tickets posted for sale on TM+.

1.15 “Cancelled Attraction” is defined in Section 13.2 herein.

1.16 “Chargebacks” shall mean the amounts that the merchant bank is charged 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.).

1.17 “City” is defined in the preamble of this Agreement, and includes its successors and assigns.

1.18 “City Council” is defined in Section 2.2 herein.

1.19 “City Placements” shall mean City branding, promotions regarding Attractions, and logos of City’s sponsors.

1.20 “City Taxes” shall mean Attraction Taxes related to the funds paid or owed to City under this Agreement.

1.21 “City Website” shall mean an internet website(s) owned, operated and maintained by City.

1.22 “Confidential Information” shall mean information regarding business, products, software technology, Intellectual Property and other 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.

1.23 “Confirmation Page” shall mean a webpage on Contractor’s Website that is shown once a Ticket buyer has completed a Ticket purchase via Internet Sales and contains a confirmation number for the Ticket purchase.

1.24 “Contractor” is defined in the preamble of this Agreement, and includes its successors.

1.25 “Contractor’s System” shall mean the Hardware, Software, Contractor’s Website, related procedures and personnel, and repair and maintenance services established and maintained by Contractor 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 and Telephone Sales, and the processing of transactions through the Software.

1.26 “Contractor Taxes” shall mean Attraction Taxes related to portions of service charges (e.g. Convenience Charges, Processing Fees, etc.) collected and retained by Contractor under this Agreement.

1.27 “Contractor’s Website” shall mean any internet websites owned, operated and maintained by Contractor, 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.

1.28 “Convenience Charges” shall mean the per Ticket amounts or percentages Contractor charges consumers for the convenience of purchasing Tickets through Contractor’s System under this Agreement.

1.29 “Custom Pages” shall mean Attraction Detail Pages and Confirmation Pages for Attractions.

1.30 “Delivered E-mails” shall mean all e-mails generated by City using the TM Messenger system that are not indicated as having been returned to City as “undeliverable” in Contractor’s records.

1.31 “Documents” or “Documentation” shall mean all documents, papers, and records, and other evidence pertaining to the Services rendered by Contractor for City pursuant to the terms of this Agreement.

1.32 “Electronic Payment” shall mean credit cards, debit cards, gift cards or any other electronic methods of payment.

1.33 “Electronic Payment Fees” shall mean payment authorization and processing fees with respect to Tickets purchased using Electronic Payment.

1.34 “Face Value” shall mean the face price of a Ticket as determined by City, which shall be inclusive of all applicable Attraction Taxes and facility, parking and similar fees.

1.35 “Facility” shall mean the Henry B. Gonzalez Convention Center, Alamodome, Lila Cockrell Theatre, and Carver Community Cultural Center (Jo Long Theatre for the Performing Arts and Little Carver Civic Center), all located in San Antonio, Texas, and any additional facilities at which City schedules or presents Attractions as mutually agreed upon by City and Contractor from time to time, which are owned, controlled, operated or managed by City or where City otherwise controls the rights or has the authority to sell Tickets to Attractions.

1.36 “Facility Box Offices” shall mean the Facilities Ticket sales locations that are operated by City and located at the Facilities.

1.37 “Feld Attractions” events produced or promoted by Feld Entertainment, Inc., which terms shall be covered under a separate ticketing services agreement between Contractor and Feld Entertainment, Inc.

1.38 “Group Sales” shall mean sales of Tickets by City to a group consisting of at least fifteen (15) people for use by the group members to attend an Attraction as a group. In no event shall Group Sales consist of the sale of Tickets to individuals to attend an Attraction separately or for individuals to purchase Tickets with the

intent to resell such Tickets.

1.39 “Hardware” shall mean all of that certain computer hardware, communications equipment, terminals and connections (including replacements thereof) listed with particularity in Exhibit B or otherwise supplied by Contractor to City at any time during the Term of this Agreement, but excluding (i) any computer hardware, communications equipment, terminals and connections purchased by City to provide the connectivity to and interfacing with Contractor’s System required under this Agreement, and (ii) any computer hardware, communications equipment, terminals and connections purchased by City from Contractor.

1.40 “House Seats” shall mean Tickets provided by City (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.

1.41 “Initial Term” is defined in Section 2.1 herein.

1.42 “Inside Charges” shall mean the amounts Contractor charges the City to sell, issue and process Tickets utilizing Contractor’s System under this Agreement, if applicable.

1.43 “Intellectual Property” shall mean trademarks, service marks and trade names worldwide.

1.44 “Internet and Telephone Sales” shall mean all sales of Tickets through the Contractor’s System by telephone, and, if applicable Interactive Voice Response (IVR) and similar means and includes for purposes of this Agreement, all sales of Tickets over the internet or any other means of interaction with any internet websites owned, operated and maintained by Contractor and any ticketing property, feature, product or acquired by Contractor or its affiliates that may become available subsequent to the Effective Date including, without limitation, Contractor’s Website.

1.45 “Kiosk”, if applicable, shall mean an automated, self-service unit provided, installed and maintained by Contractor in and/or around the Facilities, the placement and location of which is at the discretion of the City, utilized for the advance and event day sales of Tickets, as well as the retrieval of will-call Tickets, to Attractions at the Facilities.

1.46 “Kiosk Fees” shall mean the amounts Contractor charges City for consumers who purchase Tickets via Kiosks through Contractor’s System, if applicable. Kiosk Fees shall be charged to City as a percentage of the Face Value

of Tickets.

1.47 “Kiosk Processing Fees” shall mean the per order amounts Contractor charges consumers or City, if applicable, for retrieving will-call Tickets via Kiosks through Contractor’s System, if applicable.

1.48 “License” shall mean a non-exclusive, non-transferable license to use Contractor’s Hardware and Software.

1.49 “Local Account Manager” shall mean Contractor’s representative, located in San Antonio, who is empowered by Contractor to address any and all issues related to Contractor performance under this Agreement.

1.50 “Mail Fee” shall mean the per order amounts set forth in Exhibit A that Contractor charges consumers for purchasing Tickets using the U.S. Postal Service (USPS) method of delivery.

1.51 “Modified Good Faith Efforts Plan” is defined in Section 20.4.9.2 herein.

1.52 “On-Sale Date” shall mean the scheduled on-sale date of Tickets for each Attraction.

1.53 “Outlet” shall mean a retail Ticket selling entity (other than the Facility Box Offices) where Tickets for an Attraction are made available and offered for sale to the public through Contractor’s System.

1.54 “Processing Fees” shall mean the per order amounts Contractor charges consumers for purchasing Tickets via Internet and Telephone Sales through Contractor’s System.

1.55 “Processor” shall mean Contractor’s credit card processor.

1.56 “Promoter/Artist Bump” shall mean the percentage increase of the TM+ Posting Price added to the TM+ Buyer Fee for mutually agreed Attractions, if applicable.

1.57 “Purchaser Data” shall mean personally identifiable information with respect to persons who actually purchased Tickets to Attractions through Contractor (whether by Outlet Sales or Internet and Telephone Sales).

1.58 “Renewal Term” is defined in Section 2.2 herein.

1.59 “Retention Period” shall mean a period of four (4) years from the date of Termination of this Agreement.

1.60 “Royalties” is defined in Section 5.3 herein.

1.61 “Sale” and “Sell” and any derivations thereof in this Agreement shall mean any distribution for consideration, by any means or method (including without limitation, at Outlets, by Telephone or Internet, or by auction) and shall include re-sales.

1.62 “SBEDA Program” is defined in Sections 20.1 and 20.2.1 herein.

1.63 “SE” is defined in Section 20.1.1 herein.

1.64 “Season/Contract Tickets” shall mean specifically designated Tickets sold directly by City on an annual basis across all Attractions or across all of a category of Attractions (i.e., luxury suites, club level seats and season tickets).

1.65 “Sellable Capacity” shall mean the admission capacity of the Facility for any particular Attraction.

1.66 “Sent Messages” shall mean all messages generated by City using the TM Messenger system.

1.67 “Services” is defined in Article IV herein.

1.68 “Set-Up Information” shall mean 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, 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.

1.69 “Software” shall mean Contractor’s and its affiliates’ ticketing system software known and marketed as Ticketmaster Classic and any additional supporting Contractor and affiliate modules, systems, components or software, such as AccessManager, TM Charge, TicketFast, TM+ and AVD, and any new versions thereof or any other deliverables for Contractor’s System access provided to City by Contractor during the Term.

1.70 “Termination” or “Terminate” is defined in Section 15.1 herein.

1.71 “Ticket” shall mean a printed, electronic or other type of evidence of the right to park a vehicle, or to occupy space at or to enter or attend an Attraction, even if not evidenced by any physical manifestation of such right, such as a “smart card”, including, without limitation, Tickets printed via TicketFast technology.

1.72 “TM+” shall mean Contractor’s proprietary secondary market Ticket resale system, which allows Ticket buyers to post Tickets purchased from Contractor’s



System for sale to third parties.

1.73 "TM+ Buyer Fee" shall mean the amounts Contractor charges Ticket buyers to purchase Tickets via TM+. The TM+ Buyer Fee shall be charged to Ticket buyers as a percentage of TM+ Posting Price per Ticket.

1.74 "TM+ Net Revenue" shall mean the gross amounts collected from the TM+ buyer less the proceeds paid to the TM+ seller.

1.75 "TM+ Posting Price" shall mean the price of a Ticket listed for sale on TM+, which shall be equal to at least the Face Value of the Ticket when originally purchased and no more than the amount permitted by applicable law.

1.76 "TM+ Seller Fee" shall mean the amounts Contractor charges Ticket sellers to sell Tickets via TM+. The TM+ Seller Fee shall be charged to Ticket sellers as a percentage of the TM+ Posting Price per Ticket.

1.77 "TicketFast" shall mean Contractor's Website method of Ticket delivery, which allows purchasers to print Tickets remotely from a computer.

1.78 "Ticket Receipts" shall mean the Face Value of a Ticket sold by Contractor less any applicable Inside Charges, Electronic Payment Fees, or Contractor Taxes, and less any City Taxes if Contractor is required to remit City Taxes to any taxing authority.

1.79 "TM Charge" shall mean the electronic payment processing system within Contractor's System that utilizes the global banking association networks to authorize electronic payment for purchases of Tickets to Attractions sold by City from Facility Box Offices as permitted under this Agreement.

1.80 "TM Messenger" shall mean Contractor's email permission marketing tool, provided by third-party enterprise-level interactive software and marketing provider, ExactTarget, and which shall be integrated with Contractor's System, which allows City to build a permissible marketing database and supports targeted, traceable direct email communication to City's customer; provided that the term "Software" set for the in Section 1.70 of the above shall not be deemed to incorporate TM Messenger, it being acknowledged by the Parties that such tool is furnished by a third party not affiliated with Contractor. Notwithstanding the foregoing, Contractor shall ensure that such email permission marketing tool, or one providing substantially similar functionality, shall be provided to City by ExactTarget, Contractor or some other third party throughout the term of this Agreement."

**7. Section 5.3 is deleted in its entirety and replaced with the following:**

"Royalties. City shall be entitled to receive Ticket sales Royalties ("Royalties") from Contractor in the amounts set forth in Exhibit A with respect to all

Contractor Convenience Charges, Processing Fees, TM+ Net Revenue (excluding Kiosk Processing Fees), Auction Fees received (and not refunded) by Contractor and AVD Fees. Notwithstanding the above, Electronic Payment Fees related to any Contractor fees or TM+ transactions, increases in interbank rates, increases in postal rates, the Promoter/Artist Bump, and the AVD Fee shall be deducted from the applicable fees before the Royalties are calculated, and taxes related to any Contractor fees or TM+ transactions may be deducted from the applicable fees before the Royalties are calculated. City shall not be entitled to Royalties with respect to any Tickets sold to any Feld Attractions at the Facilities, the Mail Fee, and Convenience Charges for Parking and TicketFast (so long as Contractor does not assess fees for TicketFast transactions). Royalties shall not include any amounts related to Electronic Payment Fees and Kiosk Fees. City may use Royalties in any manner, as determined in its sole discretion. City's Royalties via the TM+ fees shall not be less than that of any other facilities with whom Contractor has a contract."

**8. Section 11.11 is added to the end of Article XI Advertising and Branding as follows:**

"Feld Retargeting Pixel. Contractor, as City's agent, shall have the authority to place a retargeting pixel on various Attraction Detail Pages of Contract's Website for Feld Attractions at the Facility. The pixel shall only contain or collect non-personally identifiable information about unique visitors to Feld Attractions Detail Pages. This information shall only be used by Feld Entertainment, Inc. and Contractor for performance analysis and optimization of advertising campaigns for Feld Attractions, and shall not be distributed to any third party or used for any other purpose, in accordance with all laws and industry standards and the terms herein, including Article VIII Purchaser Data. City reserves the right to revoke this authorization in writing at any time."

**9. Section 13.7.1 is deleted in its entirety and replaced with the following:**

"TM Messenger. Contractor agrees to provide to City and fully enable Contractor's TM Messenger system, such system to remain enabled throughout the Term of the Agreement, or remaining portion thereof, unless cancelled in writing by the City before a new Agreement Year with thirty (30) days prior written notice. Contractor shall deduct the annual TM Messenger Subscription Fee, indicated in Exhibit A, from the annual Advertising Allowance otherwise payable to the City, for the use of the TM Messenger system. TM Messenger shall be provided to City at Contractor's actual cost. City shall have the right to upgrade or downgrade the TM Messenger Plan upon written notice to Contractor and payment of the new annual Subscription Fee provided that such new Plan shall not take effect until the beginning of the next Agreement Year. Contractor shall provide all necessary maintenance and service support with respect to City's use of TM Messenger based on City's selected Plan as set forth in Exhibit F. Contractor shall be responsible for all fees and other amounts due to the third-

party provider, Exact Target, in connection with City's use of TM Messenger, and support costs with respect thereto."

**10. Section 13.7.3 is deleted in its entirety.**

**11. Exhibit A shall be deleted in its entirety and replaced with Exhibit A, which is attached to this Fifth Amendment, and shall be incorporated into the Agreement for all purposes.**

Except as otherwise expressly modified hereby, all terms and provisions of the Agreement are ratified and confirmed and shall remain in full force and effect, enforceable in accordance with their terms.

EXECUTED AND SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF SAN ANTONIO**

**TICKETMASTER, L.L.C.**

\_\_\_\_\_  
Sheryl L. Sculley  
City Manager

\_\_\_\_\_  
Geoff Carns  
SVP, Core Ticketing West Region

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert F. Greenblum  
City Attorney

**ATTEST:**

\_\_\_\_\_  
Leticia M. Vacek  
City Clerk

# Exhibit A

## INITIAL TERM

Compensation	7/1/2009 - 6/30/2010	7/1/2010 - 6/30/2011	7/1/2011 - 6/30/2012	7/1/2012 - 6/30/2013	7/1/2013 - 6/30/2014
--------------	----------------------------	----------------------------	----------------------------	----------------------------	----------------------------

Convenience Charge					
Concerts & Professional Sports					
Tickets \$20.00 or less	\$3.50	\$3.75	\$4.00	\$4.50	\$4.75
Tickets \$20.01 – \$40.00	\$5.00	\$5.25	\$5.50	\$6.00	\$6.25
Tickets \$40.01 – \$60.00	\$7.00	\$7.25	\$7.50	\$8.00	\$8.25
Tickets \$60.01 – \$99.99	\$8.00	\$8.25	\$8.50	\$9.00	\$9.25
Tickets \$100.00 or more	10%	10%	10%	10%	10%
All Other Attractions					
Tickets \$10.00 or less	\$3.50	\$3.50	\$3.75	\$4.00	\$4.25
Tickets \$10.01 – \$20.00	\$4.50	\$4.50	\$4.75	\$5.00	\$5.25
Tickets \$20.01 – \$29.99	\$5.50	\$5.50	\$5.75	\$6.00	\$6.25
Tickets \$30.00 or more	\$6.50	\$6.50	\$6.75	\$7.00	\$7.25
Parking	–	–	–	\$2.00	\$2.00

<sup>1</sup> Processing Fee	\$5.00	\$5.00	\$5.25	\$5.25	\$5.50
-----------------------------	--------	--------	--------	--------	--------

<sup>2</sup> TicketExchange/TNOW Fees					
TicketExchange/TNOW Seller Fee	10%	10%	10%	10%	10%
<sup>3</sup> TicketExchange/TNOW Posting Fee	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
<sup>4</sup> TicketExchange/TNOW Buyer Fee	10%	10%	10%	10%	10%
<sup>3</sup> TicketExchange/TNOW Processing Fee	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00

<sup>2</sup> AVD Fee	–	–	\$4.95	\$4.95	\$4.95
----------------------	---	---	--------	--------	--------

Auction Fee	12.9%	12.9%	12.9%	12.9%	12.9%
-------------	-------	-------	-------	-------	-------

Kiosk Processing Fee (if applicable)	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
--------------------------------------	--------	--------	--------	--------	--------

Inside Charges					
Kiosk Fee (if applicable)	3%	3%	3%	3%	3%
Outlet Sales (per Ticket)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Tickets (including complimentary Tickets) printed by or on behalf of City (per Ticket)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

<sup>5</sup> Electronic Payment Fee					
Internet and Telephone Sales (of Face Value)	2.4%	2.4%	2.4%/2.26%	2.26%	2.26%
City Sales using TM Charge (of Face Value)	2.4%	2.4%	2.4%/2.26%	2.26%	2.26%
Auction Sales (of Auction Lift and applicable taxes)	2.4%	2.4%	2.4%/2.26%	2.26%	2.26%
Outlet Sales (of Face Value)	2.77%	2.77%	2.77%	2.63%	2.63%
<sup>2</sup> TicketExchange/TNOW Sales (of TicketExchange/TNOW Posting Price, TicketExchange/TNOW Buyer Fee, TicketExchange/TNOW Posting Fee, and applicable taxes)	2.77%	2.77%	2.77%	2.63%	2.63%

Royalty					
Auctions, TicketExchange/TNOW Seller Fees, and TicketExchange/TNOW Posting Fees	40%	40%	40%	40%	40%
<sup>2</sup> AVD Fees	–	–	100%	100%	100%

### INITIAL TERM cont'd

Compensation	7/1/2009 - 6/30/2010	7/1/2010 - 6/30/2011	7/1/2011 - 6/30/2012	7/1/2012 - 6/30/2013	7/1/2013 - 6/30/2014
--------------	----------------------------	----------------------------	----------------------------	----------------------------	----------------------------

<b>Royalty cont'd</b>					
<sup>2</sup> Fan Connect Revenue	—	—	25%	25%	25%
Convenience Charges and Processing Fees ( <i>except Kiosk Processing Fees</i> )					
Less than 100,000 aggregate Internet, Telephone and Outlet Tickets sold across all Facilities per Agreement Year ( <i>excluding Feld Attractions, Parking transactions, TicketFast transactions, TM+ transactions, and Auctions</i> )	40%	40%	40%	40%	40%
100,000 or more aggregate Internet, Telephone and Outlet Tickets sold across all Facilities per Agreement Year ( <i>excluding Feld Attractions, Parking transactions, TicketFast transactions, TM+ transactions, and Auctions</i> )	50%	50%	50%	50%	50%

<b>MailManager License Fee</b>					
Initial One-Time Set-Up Fee Waived	n/a	n/a	n/a	n/a	n/a
Option 1: 200,000 or less Delivered Emails per Agreement Year + \$0.025 per Delivered Email in excess of 200,000 Delivered Emails per Agreement Year	\$5,000	\$5,000	\$5,000	\$5,000	n/a
<sup>6</sup> Option 2: 1,000,000 or less Delivered Emails per Agreement Year + \$0.01 per Delivered Email in excess of 1,000,000 Delivered Emails per Agreement Year	\$10,000	\$10,000	\$10,000	\$10,000	n/a
Option 3: Unlimited Delivered Emails per Agreement Year	\$20,000	\$20,000	\$20,000	\$20,000	n/a

<b>TM Messenger Subscription Fee</b> ( <i>Sent Messages per Agreement Year</i> )					
<sup>7</sup> Plan 1: 2,000,001 – 4,000,000	n/a	n/a	n/a	\$10,500	\$10,500
Plan 2: 4,000,001 – 6,000,000	n/a	n/a	n/a	\$14,000	\$14,000
Plan 3: 6,000,001 – 12,000,000	n/a	n/a	n/a	\$21,000	\$21,000
Plan 4: 12,000,001 – 18,000,000	n/a	n/a	n/a	\$28,000	\$28,000
Plan 5: 18,000,001 – 30,000,000	n/a	n/a	n/a	\$35,000	\$35,000
Plan 6: 30,000,001 – 48,000,000	n/a	n/a	n/a	\$42,000	\$42,000
Plan 7: 48,000,001 or more	n/a	n/a	n/a	\$49,000	\$49,000

<b>Advertising Allowance</b> ( <i>before any deductions for Contractor license fees for MailManager, TM Messenger or Kiosks</i> )	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
---	----------	----------	----------	----------	----------

## RENEWAL TERM

Compensation	7/1/2014 - 6/30/2015	7/1/2015 - 6/30/2016	7/1/2016 - 6/30/2017	7/1/2017 - 6/30/2018	7/1/2018 - 6/30/2019
--------------	----------------------------	----------------------------	----------------------------	----------------------------	----------------------------

<b>Convenience Charge</b>					
Concerts & Professional Sports					
Tickets \$20.00 or less	\$5.00	\$5.25	\$5.25	\$5.50	\$5.50
Tickets \$20.01 – \$40.00	\$6.50	\$6.75	\$6.75	\$7.00	\$7.00
Tickets \$40.01 – \$60.00	\$8.00	\$8.25	\$8.25	\$8.50	\$8.50
Tickets \$60.01 – \$99.99	\$9.50	\$9.75	\$9.75	\$10.00	\$10.00
Tickets \$100.00 or more	10%	10%	10%	10%	10%
All Other Attractions					
Tickets \$10.00 or less	\$3.25	\$3.50	\$3.50	\$3.75	\$3.75
Tickets \$10.01 – \$20.00	\$5.25	\$5.50	\$5.50	\$5.75	\$5.75
Tickets \$20.01 – \$29.99	\$6.25	\$6.50	\$6.50	\$6.75	\$6.75
Tickets \$30.00 or more	\$7.25	\$7.50	\$7.50	\$7.75	\$7.75
Parking	\$1.00	\$1.00	\$1.25	\$1.25	\$1.25

<sup>1</sup> Processing Fee	\$5.50	\$5.75	\$5.75	\$6.00	\$6.00
-----------------------------	--------	--------	--------	--------	--------

<sup>1,8</sup> Mail Fee	\$2.25	\$2.50	\$2.50	\$2.75	\$2.75
-------------------------	--------	--------	--------	--------	--------

<sup>9</sup> TM+ Fees					
TM+ Seller Fee	12%	12%	12%	12%	12%
<sup>4</sup> TM+ Buyer Fee	10%	10%	10%	10%	10%

<sup>2</sup> AVD Fee	1.5%	1.5%	1.5%	1.5%	1.5%
----------------------	------	------	------	------	------

Auction Fee	12.9%	12.9%	12.9%	12.9%	12.9%
-------------	-------	-------	-------	-------	-------

Kiosk Processing Fee (if applicable)	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
--------------------------------------	--------	--------	--------	--------	--------

<b>Inside Charges</b>					
Kiosk Fee (if applicable)	3%	3%	3%	3%	3%
Outlet Sales (per Ticket)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Tickets (including complimentary Tickets) printed by or on behalf of City (per Ticket)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

<sup>5</sup> Electronic Payment Fee					
Internet and Telephone Sales (of Face Value)	2.4%	2.4%	2.4%	2.4%	2.4%
City Sales using TM Charge (of Face Value)	2.4%	2.4%	2.4%	2.4%	2.4%
Auction Sales (of Auction Lift and applicable taxes)	2.4%	2.4%	2.4%	2.4%	2.4%
Outlet Sales (of Face Value)	2.63%	2.63%	2.63%	2.63%	2.63%
TM+ Sales (of TM+ Posting Price and TM+ Buyer Fee, and applicable taxes)	3.5%	3.5%	3.5%	3.5%	3.5%

<b>Royalty</b>					
Auctions	10%	10%	10%	10%	10%
<sup>2</sup> AVD Fees	100%	100%	100%	100%	100%
Convenience Charges and Processing Fees (except Kiosk Processing Fees)	55%	55%	55%	55%	55%

# RENEWAL TERM cont'd

Compensation	7/1/2014 - 6/30/2015	7/1/2015 - 6/30/2016	7/1/2016 - 6/30/2017	7/1/2017 - 6/30/2018	7/1/2018 - 6/30/2019
--------------	----------------------------	----------------------------	----------------------------	----------------------------	----------------------------

<b>TM Messenger Subscription Fee</b> ( <i>Sent Messages per Agreement Year</i> )					
<sup>7</sup> Plan 1: 2,000,001 – 4,000,000	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500

<b>Advertising &amp; Technology Allowance</b> ( <i>before any deductions for Contractor license fees for TM Messenger or Kiosks</i> )	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>
---	-----------------	-----------------	-----------------	-----------------	-----------------

<sup>1</sup> Subject to increase equal to any increase in the U.S. Postal Service (USPS) rates, rounded up to the nearest \$0.05, except TicketExchange/TNOW Processing Fee.

<sup>2</sup> TNOW, AVD and Fan Connect fees and royalties effective January 1, 2012, with Second Amendment.

<sup>3</sup> TicketExchange/TNOW Posting Fee and TicketExchange/TNOW Processing Fee subject to 5% increase on the 1<sup>st</sup> day of each Agreement Year, rounded up to the nearest \$0.05.

<sup>4</sup> TicketExchange/TNOW/TM+ Buyer Fee subject to 10% increase of the TicketExchange/TNOW/TM+ Posting Price for mutually agreed Attractions (“Promoter/Artist Bump”).

<sup>5</sup> Electronic Payment Fee subject to automatic increase due to increases in the interbank rates imposed on Contractor.

<sup>6</sup> Indicates the MailManager option chosen by the City at Agreement execution.

<sup>7</sup> Indicates the TM Messenger plan chosen by the City at execution of the Third Amendment to the Agreement.

<sup>8</sup> Mail Fee effective July 1, 2014 with Extension Agreement and Fifth Amendment. City may elect to increase the Mail Fee in an amount not to exceed Contractor’s current Mail Fee, and City shall retain the entire increase received and not refunded by Contractor, less applicable taxes or Electronic Payment Fees.

<sup>9</sup> TM+ fees and royalties effective July 1, 2014, with Extension Agreement and Fifth Amendment.