

LICENSED USER AGREEMENT

THIS LICENSED USER AGREEMENT (this "Agreement") is made and entered into as of August 27, 2010 and is effective as of 5:01pm on September 23, 2010 ("Effective Date"), by and among Ticketmaster L.L.C., a Delaware limited liability company ("Ticketmaster"), the County of Albany, New York ("Owner"), the owner of the Facility, and SMG, a Pennsylvania general partnership, as agent for the Owner. (SMG and the Owner are collectively referred to as the "Principal").

WITNESSETH:

Ticketmaster provides comprehensive ticketing services for entertainment facilities and events, and maintains a distribution network for the sale of tickets to the public, via any and all means and methods, including the TM System. SMG has the right to manage, operate and promote the Facility pursuant to a Management Agreement with the Owner, as agent for the Owner.

Principal desires to engage Ticketmaster, and Ticketmaster desires to be engaged, to sell Tickets for Attractions pursuant to the terms and conditions of this Agreement.

In consideration of the foregoing and the mutual promises and covenants set forth herein, the parties, intending to be legally bound, 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 13(b) hereof.
- (b) "AccountManager" means the Ticketmaster AccountManager software and hosting services that allow Subscribers to manage their Season/Contract Ticket accounts.
- (c) "Archtics" means Ticketmaster's software that delivers extensive season, miniplan and single ticket functionality in connection with the Ticketmaster host system and distribution channels for inventory control by Ticketmaster and Principal.
- (d) "Archtics Transaction Fees" means the amounts Ticketmaster charges for certain Products transactions as described in Section 6.
- (e) "Attraction" means a concert, sporting, entertainment or other act or event of any kind or nature whatsoever to be held at the Facility; provided, however, that events for which there is no performance and no charge for admission (e.g., private catered events that utilize all or part of the Facility) are specifically excluded.
- (f) "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 and other amounts collected and retained by Ticketmaster under this Agreement, such portion of Attraction Taxes may also be referred to herein as Ticketmaster Taxes.

(g) "Auction Base" means the Face Value of a Ticket plus the related Convenience Charge for such Ticket (which Convenience Charge shall be subject to Royalty payments as set forth in Section 4(a)).

(h) "Auction Fee" means the amount Ticketmaster charges the customer to sell Tickets via a Ticketmaster online auction.

(i) "Auction Lift" means the difference between the ultimate price a consumer pays for a Ticket sold via a Ticketmaster online auction less the Auction Base.

(j) "Cancelled Attraction" is defined in Section 13(b) hereof.

(k) "Chargebacks" is defined in Section 13(c) hereof.

(l) "Convenience Charge" means the per Ticket amount charged by Ticketmaster to a consumer for the convenience of purchasing Tickets through the TM System as set forth in Section 3(b) hereof.

(m) "Deficiency Amount" is defined in Section 13(d) hereof.

(n) "Delivered E-mails" means all e-mails generated by Principal using Ticketmaster MailManager that are not indicated as having been returned to Principal as "undeliverable" in Ticketmaster's records.

(o) "Event of Default" is defined in Section 10(a) hereof.

(p) "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.

(q) "Facility" means the venue located at 51 South Pearl Street, Albany, NY 12207 and currently known as Times Union Center.

(r) "Facility Box Office" means the Facility's Ticket sales location that is operated by Principal and located at the Facility.

(s) "Facility Website" means an Internet website(s) owned and/or operated and maintained by Principal pertaining solely to the Facility (and not any other website maintained by SMG or Owner generally or for other public assembly facilities managed by SMG or Owner), as the same may be modified from time to time, and any successor format of the same.

(t) "GroupManager" means the Ticketmaster GroupManager software and hosting services that allow Principal and Principal's customers to manage their group ticket experience.

(u) "Group Sales" means sales of Tickets to one person, on behalf of a group of at least ten (10) people to attend an Attraction as a group, and not to attend individually or to purchase Tickets with the intent to resell such Tickets.

(v) "Hardware" means all of that certain computer hardware, communications equipment, terminals and hook-ups (including replacements thereof) listed with particularity on Exhibit B, which is attached hereto and incorporated herein by this reference, or otherwise supplied by Ticketmaster to Principal at any time during the Term of this Agreement, but excluding (i) any computer hardware, communications 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.

(w) "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.

(x) "House Seats" means Tickets that are provided or held by Principal (e.g., complimentary, band holds and venue holds) to the promoter or presenter of an Attraction, the performing act or event or members thereof, or their managers or agents, or to others for legitimate promotional or business purposes, including for distribution through legitimate fan clubs in accordance with current Ticketmaster guidelines (i.e., fan club holds) (collectively, "House Seat Recipients"); provided, however, that at no time shall such Tickets be sold or issued to the general public and provided further that House Seats shall not include Tickets provided to fan clubs or similar organizations.

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

(z) "Interface Page" means a co-branded web page interface for use with Software transactions designed, created and maintained by Ticketmaster to have, in general, the look and feel of Principal's Website and hosted on Ticketmaster's web servers.

(aa) "Internal Ticket Forwarding" means the ability of Principal to forward a reasonable number of House Seats Tickets (other than Tickets for fan clubs) directly from Archtics to a recipient with a valid email address.

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

(cc) "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.

- (dd) "Material Financial Event" is defined in Section 13(d) hereof.
- (ee) "MiniPlan Tickets" means specifically designated Tickets sold directly by Principal to a single consumer on an annual or season basis across a set of at least two (2) Attractions.
- (ff) "On-Sale Date" is defined in Section 8(d) hereof.
- (gg) "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.
- (hh) "Principal's Website" means an Internet website(s) owned, operated and maintained by Principal, which shall contain links to the Interface Page.
- (ii) "Processing Fee" means the per order amount charged by Ticketmaster to a consumer for purchasing Tickets via Internet Sales or Telephone Sales.
- (jj) "Products" means the additional ticket sales software and Internet-based premium Ticketmaster products indicated with an X in Section 6 hereof.
- (kk) "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).
- (ll) "Sellable Capacity" means the number of Tickets that can be sold for an Attraction other than Season/Contract Tickets.
- (mm) "Set-Up Information" is defined in Section 8(d) hereof.
- (nn) "Software" means Ticketmaster's ticketing system software known and marketed as Ticketmaster Classic, Ticketmaster AccessManager, TM Charge, the Products and any new versions thereof that are provided to Principal by Ticketmaster.
- (oo) "Subscribers" means any person who holds an account on Principal's AccountManager.
- (pp) "Telephone Sales" means all sales of Tickets through the TM System by telephone, interactive voice response (IVR) and similar means.
- (qq) "Term" is defined in Section 2 hereof.
- (rr) "Third Party Provider" is defined in Section 5(c) hereof.
- (ss) "Ticket" means a printed, electronic or other type of evidence of the right, option or opportunity to occupy (i) space at or to enter or attend an Attraction or Attractions, including, without limitation, tickets printed via *ticketFast*TM at home or elsewhere by the

purchaser even if not evidenced by any physical manifestation of such right, such as a "smart card."

(tt) "ticketFast Delivery Fee" means the per order amount charged by Ticketmaster to a consumer for electing to have Tickets delivered via Ticketmaster's *ticketFast*TM print at home service.

(uu) "Ticket Forwarding" means the ability of Subscribers to forward Tickets purchased through AccountManager to a recipient with a valid email address.

(vv) "Ticket Forwarding Fee" means amounts Ticketmaster charges Subscribers for authentication and delivery of Tickets sent via Ticket Forwarding.

(ww) "Ticketmaster AccessManager" means the Ticketmaster AccessManager software which interfaces with the TM System to facilitate certain reporting systems and to provide various enhanced services to the patron admissions process through the use of bar codes or other media printed on Tickets.

(xx) "Ticket Receipts" means the Face Value of a Ticket less the applicable Inside Charge.

(yy) "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 Ticketmaster at Outlets, via Telephone Sales or Internet Sales, or sold by Principal from the Facility Box Office as permitted under this Agreement.

(zz) "TM.com Website" means any Internet websites owned, operated and maintained by Ticketmaster, as the same may be modified from time to time, and any successor format of the same 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.

(aaa) "TM System" means the Hardware, Software, TM.com Website, 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 and by Telephone Sales.

2. Term of Agreement.

(a) The initial term of this Agreement shall begin on the Effective Date and shall continue through September 22, 2015 (the "Initial Term"). This Agreement may be renewed for an additional period of five (5) years, provided that the parties mutually agree to the terms in effect during such renewal term no later than one hundred twenty (120) days prior to the end of the Initial Term. The Initial Term and such renewal term, if applicable, shall be hereinafter the "Term." Each twelve (12) month period commencing on September 23 and

continuing through the following September 22 shall be a "Contract Year" as such term is used herein.

(b) Upon the expiration or termination of this Agreement (where Ticketmaster's services hereunder are not renewed or extended) and upon the request of Principal, Ticketmaster shall cooperate with Principal for a period not to exceed sixty (60) days in order to have a smooth transition of such services to such successor ticketing company; provided, however, such cooperation shall not result in the disclosure of any confidential or proprietary information relating to Ticketmaster's business or systems to any third party.

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. Those fees and compensation that are owed by Principal may be deducted by Ticketmaster from the Ticket Receipts (or the Face Value with respect to Inside Charges) collected by Ticketmaster on behalf of Principal under the settlement procedures described in Section 13 hereof.

(a) **Inside Charges:** Ticketmaster shall be entitled to assess and receive from gross Ticket proceeds collected by it on behalf of Principal an Inside Charge with respect to each Ticket sold through Outlets, Telephone Sales and Internet Sales. The amount of the Inside Charge shall initially be as follows:

Type of Transaction	Inside Charge
Outlet Sales	\$0.00 per Ticket
Telephone Sales and Internet Sales	Credit card fees set forth in Section 3(c) below
Other Tickets (including complimentary Tickets) printed by or on behalf of Principal	\$0.00 per Ticket

The amount of Inside Charges owed by Principal to Ticketmaster shall be deducted from the Face Value collected by Ticketmaster on behalf of Principal in the manner provided in Section 13 hereof.

(b) **Convenience Charge (Per Ticket or Per Parking Pass):** Ticketmaster shall assess a Convenience Charge against purchasers of Tickets for Tickets sold by Ticketmaster via the TM System. The amount of the Convenience Charge for each applicable category of Ticket sale shall initially be as follows:

Type of Attraction/Face Value of Tickets	Convenience Charges – Outlets, Internet Sales and Telephone Sales
Family Attractions (excluding Feld Attractions) for Tickets with a Face Value of: \$24.99 and below \$25.00 and above	 \$5.00 \$6.00
Minor League Hockey Attractions and Collegiate Attractions for Tickets with a Face Value of: \$24.99 and below \$25.00 and above	 \$3.00 \$4.00
All Other Attractions for Tickets with a Face Value of: \$34.99 and below \$35.00 and above	 \$6.25 \$8.25
Only For Parking Passes at the Facility Parking Garage Face Value of such parking pass to be determined by Principal in advance of the Attraction	 Up to a maximum amount of \$1.50

The Convenience Charges set forth above relating to Tickets for Attractions (not for parking passes) shall be subject to automatic increase on the first day of the third Contract Year and on the first day of every other Contract Year thereafter during the Term in the amount of \$0.35 per Ticket. Additionally, on a case-by-case basis, the parties may agree to increase or reduce the Convenience Charges set forth above for Tickets for Attractions (not for parking passes).

(c) **Credit Card Sales:** 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. Ticketmaster agrees to absorb the credit card company charge relative to the Convenience Charge and Processing Fee. With respect to all Tickets purchased via Telephone Sales and Internet Sales, the Convenience Charge will be adjusted to include the credit card company charge in an amount equal to 2.285% of the Face Value of such Tickets, provided that the Convenience Charge will be rounded up to the nearest nickel. With respect to Tickets sold via Outlets, the Convenience Charge will be adjusted to include the credit card company charge in an amount equal to 2.78% of the Face Value of such Tickets, provided that the Convenience

Charge will be rounded up to the nearest nickel. Such rates set forth above are subject to automatic increase due to changes to the interbank rates imposed on Ticketmaster.

(d) **Processing Fee (Per Order):** Ticketmaster shall assess a Processing Fee against purchasers of Tickets in the amount of \$3.25 with respect to each order of Tickets ordered by Internet Sales and Telephone Sales. The Processing Fee shall be subject to automatic increase on the first day of the third Contract Year and on the first day of every other Contract Year thereafter during the Term in the amount of \$0.35 per order and shall be subject to increase at any time in an amount equal to the actual amount of increases in the applicable postal service rates (it being understood that the first of any such postal increase during the Term may be, at Ticketmaster's sole option, rounded up to the nearest \$0.05, but any subsequent postal increases may not be so rounded up unless and until the cumulative total of actual increases in the applicable postal service rates during the Term equals or exceeds the sum of (A) \$0.01 plus (B) \$0.05 or a multiple of \$0.05 – e.g. \$0.06, \$0.11, \$0.16, etc. – as applicable).

(e) **ticketFast Delivery Fee:** Ticketmaster shall assess a ticketFast Delivery fee against purchasers of Tickets who elect the ticketFast delivery option in the amount of \$2.50 per order. The ticketFast Delivery fee may be increased upon mutual agreement of the parties, or may be reduced or eliminated by Ticketmaster at any time during the Term consistent with Ticketmaster's ticketFast Delivery fees at similar facilities.

(f) **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. 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 timely and accurate transfer of information from the Processor via TM Charge, but Ticketmaster does not guarantee the accuracy and timeliness of such information. Principal shall comply with all applicable credit card association or company guidelines (e.g. swiping all retail transactions and using customer address information for all non-face-to-face transactions).

(iii) Information Provided by Principal. As soon as practicable after the date of this Agreement, Principal shall (x) provide Ticketmaster with the account name and location for Ticketmaster to use for the transmission of sales data and (y) notify Ticketmaster and Processor of the account(s) where Principal wishes settlement deposits to be made by the Processor. Principal shall be responsible for 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 via TM Charge.

(v) Fees. In connection with Principal's credit card sales of Tickets at the Facility Box Office authorized via TM Charge, using either Visa or MasterCard, the Processor shall deduct merchant fees equal to 2.285% of the transactions processed on a daily basis. The fees are subject to automatic increases equal to any actual changes in Ticketmaster's Processor fees or based on changes in credit card association or credit card company fees (such as interchange, assessments or other charges). Ticketmaster or Processor shall promptly provide written notice to Principal of any such changes in the amount of merchant fees charged to Principal pursuant to this subsection. 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, except those that arise from the negligence of Ticketmaster (e.g., failure of the Software or Hardware to perform properly, etc.). 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, provided, however, that such agreement shall not result in increased obligations to Principal and shall provide costs and rates at least as favorable as those contained in the prior Principal Processor Agreement.

(vii) **License and Maintenance Fees.** The license and maintenance fees for TM Charge shall be waived during the Term of this Agreement.

(g) **Ticketmaster AccessManager:** Ticketmaster shall provide to Principal for use by Principal at the Facility, the Ticketmaster AccessManager Hardware listed on Section B of Exhibit B and the related software thereto, and Principal agrees to utilize and make Ticketmaster AccessManager available to the public at all times throughout the Term of this Agreement at the door(s) of the Facility. Ticketmaster agrees to waive the annual software license fees and annual maintenance fees for the Ticketmaster AccessManager Hardware and related software during the Term of the Agreement. All wiring and electrical costs related to the installation and operation of Ticketmaster AccessManager shall be paid for by Principal.

(h) **Mailing Fee:** Ticketmaster shall assess a mailing fee (the "Mailing Fee") against purchasers of Tickets who elect such option in the amount of \$3.00 per order. The Mailing Fee may be increased upon mutual agreement of the parties, or may be reduced or eliminated by Ticketmaster at any time during the Term consistent with Ticketmaster's Mailing Fees at similar facilities.

(i) **Auction Fee:** Ticketmaster shall assess the Ticket purchaser a fee (the "Auction Fee") for each Ticket sold via a Ticketmaster online auction in an amount equal to 10% of the Auction Lift plus a credit card fee in the amount of 2.9% of the Auction Lift (plus applicable taxes). Such Auction Fee and credit card fee shall be deducted as an Inside Charge from the Auction Lift otherwise payable to Principal hereunder.

4. **Compensation to Principal.**

(a) **Principal's Royalties:** Principal shall be entitled to receive Ticket sales royalties (collectively, "Royalties") from Ticketmaster with respect to (i) each Convenience Charge, (ii) each Processing Fee, (iii) each ticketFast Delivery Fee, and (iv) each Mailing Fee; all to the extent received (and not refunded) by Ticketmaster. The amount of the Royalties shall be as set forth below:

Type of Royalty	Royalties Amount
Convenience Charge:	45% of the Convenience Charge
0-110,000 Tickets per Contract Year	46.5% of the Convenience Charge+
110,001 – 135,000 Tickets per Contract Year	48% of the Convenience Charge+
135,001 Tickets and above per Contract Year	+ Once the applicable Ticket threshold is met for such year, the higher sharing percentage does not apply incrementally, but rather it

	applies back to the first ticket sold for such year.
Processing Fee	\$1.00 per order
ticketFast Delivery Fee*	\$0.75 per order
Mailing Fee**	\$1.00 per order
Parking Pass Convenience Charge	\$0.50 per parking pass

* In the event the ticketFast Delivery Fee is eliminated by Ticketmaster at any time during the Term of the Agreement, Principal shall no longer be entitled to such ticketFast Delivery Fee Royalty; provided, however, Ticketmaster shall provide an alternative form of compensation to Principal to reasonably offset the loss of such Royalty.

** In the event the Mailing Fee is eliminated by Ticketmaster at any time during the Term of the Agreement, Principal shall no longer be entitled to such Mailing Fee Royalty; provided, however, Ticketmaster shall provide an alternative form of compensation to Principal to reasonably offset the loss of such Royalty.

With respect to any Cancelled Attractions, Principal shall only be entitled to its Royalties on the Convenience Charge on the above described types of Tickets in the event that Ticketmaster retains the Convenience Charge for the sale of Tickets to such Attraction. The Royalties shall be payable weekly, along with the next settlement after the end of such period conducted under Section 13(a) below. Principal may use the Royalties in such manner as it determines in its sole discretion.

(b) **Advertising Allowance:** Ticketmaster shall provide Principal with an annual advertising allowance (the "Advertising Allowance") to advertise and promote Ticketmaster as the source for advance Tickets to Attractions at the Facility in an amount equal to Eighty Thousand Dollars (\$80,000) calculated at the rate of \$6,666.67 per month during each Contract Year of the Term of the Agreement. The Advertising Allowance shall be paid to Principal within thirty (30) days following the execution of this Agreement and shall be paid to Principal within thirty (30) days of the beginning of each Contract Year thereafter, starting with the second Contract Year, during the Term of this Agreement. In the event that less than 135,000 Tickets are sold per Contract Year due to a reduction in the number or quality of Attractions presented by Principal in any Contract Year (an "Attractions Termination") or in the event that the Agreement terminates before the conclusion of any applicable Contract Year for any reason other than an uncured Event of Default by Ticketmaster, then Principal shall return to Ticketmaster, within fourteen (14) days of such termination or Attractions Termination, an amount equal to \$6,666.67 for each remaining month of the applicable Contract Year. Any return of any portion of the Advertising Allowance by Principal shall be by wire transfer or certified check. Each of the advertisements to be placed using the Advertising Allowance shall include the Naming Rights Sponsor's Website address (www.timesunion.com), the TM.com Website address, Ticketmaster logo, Outlets and charge by phone number as well as the American Express logo and the following wording under Ticketmaster's charge by phone number: "The American Express Card - The Preferred Card of Ticketmaster," or any other sponsor's name, logo or other representation as solely designated by Ticketmaster. In the event Ticketmaster designates a sponsor other than American Express, each of the advertisements to be placed using

the Advertising Allowance shall include the TM.com Website address, Ticketmaster logo, Outlets and charge by phone number as well as such other sponsor's logo and the wording designated by Ticketmaster under Ticketmaster's charge by phone number.

(c) **Signing Bonus:** Within thirty (30) days of the full execution of the Agreement, Ticketmaster shall pay Principal a signing bonus ("Signing Bonus") in the amount of Fifty Thousand Dollars (\$50,000), calculated at the rate of \$10,000 per each Contract Year of the Term of the Agreement. Ticketmaster's agreement to provide the Signing Bonus to Principal is based upon Ticketmaster's exclusive rights to sell Tickets for Attractions during the Term and is contingent upon and subject to certain terms as described below. In the event of an Attractions Termination or in the event that the Agreement terminates before September 22, 2015 for any reason other than an uncured Event of Default by Ticketmaster, then Principal shall return to Ticketmaster, within fourteen (14) days of such termination or Attractions Termination, an amount equal to \$833.33 for each remaining month of the Term. Any return of any portion of the Signing Bonus by Principal shall be by wire transfer or certified check.

(d) **Volume Incentive Payments:** In such Contract Years in which Ticketmaster sells at least 200,000 Tickets for Attractions (not including parking passes) (the "Minimum Volume") via Outlets, Internet Sales and Telephone Sales for which Ticketmaster receives (and does not refund) a Convenience Charge, then Ticketmaster shall pay Principal the amounts set forth below for each such Ticket sold above the Minimum Volume ("Volume Incentive Payment"):

Volume of Tickets (not including parking passes)	Amount of Volume Incentive Payment (per Ticket)
200,000 Tickets to 224,999 Tickets	\$0.25 per Ticket
225,000 Tickets to 249,999 Tickets	\$0.35 per Ticket
250,000 Tickets to 274,999 Tickets	\$0.45 per Ticket
275,000 Tickets to 299,999 Tickets	\$0.55 per Ticket
300,000 Tickets to 324,999 Tickets	\$0.65 per Ticket
325,000 Tickets and above	\$0.75 per Ticket

Any Volume Incentive Payment due Principal shall be paid to Principal within thirty (30) days of the conclusion of the applicable Contract Year.

5. **Ticket Sales; 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 on behalf of Principal all 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. Notwithstanding anything to the contrary contained herein, following written confirmation to Ticketmaster from the current ticketing services company at the Facility in form reasonably acceptable to Ticketmaster, upon the request of the Albany Devils and Siena College basketball

(two long term tenants at the Facility), Ticketmaster shall, prior to the Effective Date, build the seating inventory for such tenants' Attractions and be prepared to sell such Tickets prior to the Effective Date, and to collect and share with Principal the fees related thereto as provided in this Agreement. The parties further acknowledge that (i) the grant of rights hereunder includes Ticketmaster's processing through the TM System of parking passes at the Facility's parking garage that is owned and operated by the Principal, (ii) Principal consents under Section 3 hereof to the imposition of the charges described therein on all such parking passes processed through the TM System, (iii) the parties will share the Royalties in respect of the sales of such parking passes via the TM System as provided in this Agreement, and (iv) parking passes processed through the TM System will be included in the provisions of Section 13 hereof.

(b) **Sales by Principal:** Subject to the terms of this Section 5 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; (iv) provide a reasonable number of House Seats for any Attraction to House Seat Recipients; (v) provide Tickets to legitimate fan clubs in accordance with Ticketmaster's fan club policies (a copy of which has been provided to Principal) or as the parties may otherwise reasonably agree, and (vi) sell Tickets in accordance with past practices to Attractions appealing to limited segments of the population which are not promoted or marketed through normal ticket distribution channels such as trade shows, certain charitable functions, and certain gospel and Christian 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 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 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. Notwithstanding the foregoing, for those national touring events where Ticketmaster, Principal and the artist mutually agree in writing on a tour-wide fan club allotment, Principal shall be permitted to issue Tickets to a third party ticketing system or fulfillment house pursuant to the artist's direction for the distribution and sale of tickets to such fan club members.

(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

primary 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.

6. **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, miniplan 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*™.
- ☒ "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.

(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	Contract Year 1: \$20,000 - WAIVED Contract Years 2-5: \$10,000 per year - WAIVED	N/A
Ticketmaster Archtics – Hosting Fee	\$15,000 per year, commencing in Contract Year 1	N/A
Ticketmaster Archtics – Sybase Adaptive Server Anywhere	Waived because bundled with annual Archtics License and Maintenance Fee	N/A

<u>Products</u>	<u>License Fees</u>	<u>Annual Maintenance Fees</u>
Ticketmaster AccountManager	For the first AccountManager site: WAIVED For up to two (2) additional AccountManager sites: \$10,000.00 per site per Contract Year*	N/A
Ticketmaster GroupManager	Waived because bundled with Ticketmaster AccountManager	N/A
Ticketmaster MailManager	Waived Base and supplemental annual fees described below**	N/A

* The parties acknowledge that the two long-term tenants currently at the Facility are anticipated to view their respective Ticket information through Principal's version of Ticketmaster Archtics (which shall result in no additional fees or charges for such usage of Archtics) and not through their own additional Ticketmaster AccountManager sites, the development of which would be subject to the additional license fee(s) set forth above.

** Principal shall also pay to Ticketmaster an annual supplemental license fee for Ticketmaster MailManager in the amounts determined in accordance with the plan selected by Principal in the schedule below (as indicated with an X).

<u>Plan Selected</u>	<u>Base License Fee</u>	<u>Supplemental License Fee</u>
<u>By Principal</u>	<u>Per Contract Year</u>	<u>Per Contract Year</u>
X	Waived	Unlimited Usage

(ii) Payment of one-time and first annual license fees shall be due and payable within thirty (30) days after the full execution of this Agreement. Thereafter, installments of annual license fees (other than supplemental license fees for Ticketmaster MailManager) and annual maintenance fees shall be invoiced and payable on the first day of each Contract Year during the Term. Ticketmaster shall deliver to Principal an invoice for the amount of the supplemental license fee for Ticketmaster MailManager then due and payable, if any, from time to time as Ticketmaster determines, but not less frequently than on an annual basis. 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.

(c) **Transaction Fees:** The initial Transaction Fees associated with the use of the transaction capabilities of the Products are set forth below. Ticketmaster shall be entitled to assess and receive Transaction Fees with respect to the Products transactions. Except for those Transaction Fees that are expressly specified in this Agreement to be charged to the purchaser of the Ticket (including without limitation Subscribers) (e.g., Convenience Charges), Ticketmaster,

at its option, may deduct the Transaction Fees from the amounts owed to Principal under this Agreement or may invoice Principal for such Transaction Fees. Principal, at its option, may pay such Transaction Fees related to Products transactions or may charge Subscriber or others (if applicable) for such Transaction Fees. In the event Principal elects to charge Subscribers or others (if applicable) an amount for the Products transactions in addition to the base Transaction Fees set forth below, the additional amount charged by Principal up to 100% of the base Transaction Fee may be retained by Principal and any excess amounts charged (i.e., in excess of double the amount of the base Transaction Fee) shall then be divided equally between Principal and Ticketmaster. Any portion of the Transaction Fees paid to Principal from Transaction Fees that Ticketmaster receives (and does not refund) shall be paid to Principal as royalties ("Transaction Fee Royalties").

<u>Type of Transaction Fee</u>	<u>Amount of Transaction Fee</u>	
Ticketmaster AccountManager Transactions		
New Season/Contract Ticket sales	\$2.00 per seat	
MiniPlan Ticket sales	Same Seat MiniPlans with 4 or more Attractions:	\$2.00 per seat
	Different Seat MiniPlans with 6 or more Attractions:	\$2.00 per seat
	Same Seat MiniPlans with 2 to 3 Attractions:	The Convenience Charge set forth in Section 3(b) less any Convenience Charge Royalties due to Principal per seat
	Different Seat MiniPlans with 2 to 5 Attractions (available only at playoffs):	The Convenience Charge set forth in Section 3(b) less any Convenience Charge Royalties due to Principal per seat
Suite additional	\$2.00 per Ticket	
Right of first refusal to purchase Tickets	\$2.00 per Ticket	
Per invoice processing	\$1.00 per payment processed	
Ticket Forwarding Fee	\$1.95 per Ticket	

<u>Type of Transaction Fee</u>	<u>Amount of Transaction Fee</u>
Internal Ticket Forwarding	Paid House Seats Tickets: reasonable number of Tickets per Attraction, up to a maximum of 5,000 Tickets per Contract Year at Ticketmaster's <i>ticketFast</i>TM fee (currently \$2.50 per order) Complimentary House Seats Tickets: reasonable number of Tickets per Attraction at Ticketmaster's <i>ticketFast</i>TM fee (currently \$2.50 per order)
Single Ticket sales to Subscribers	The Convenience Charge for such Tickets set forth in Section 3(b) hereof less any Royalties due to Principal in connection with such Tickets
Ticketmaster Group Manager Transactions	
Group Sales	\$1.00 per Ticket
Corporate Group Sales	Tickets for team sports events: \$1.00 per Ticket

Notwithstanding the foregoing, complimentary suite Tickets will be forwarded to the suite holders at no cost to Principal or the suite holder, and the suite holder may forward those Tickets to their clients at no cost. In addition, Principal may forward complimentary single Tickets to official sponsors of the Facility at no charge; provided, that any subsequent forwarding of such Tickets by the applicable sponsors shall be subject to the Ticket Forwarding Fee above.

(d) **Credit Card Charges for Products Transactions:** With respect to Products transactions processed by Ticketmaster, Ticketmaster agrees to absorb the credit card company charge with respect to the portion of the Transaction Fees payable to Ticketmaster, and Principal agrees to absorb the credit card company charge with respect to all other proceeds from Products transactions in an amount equal to 2.285% of such proceeds, which percentage rate may be deducted from amounts owed to Principal pursuant to this Agreement or invoiced by Ticketmaster as a Transaction Fee, and any chargebacks related thereto. Such percentage rate is subject to automatic increase due to increase to the interbank rates imposed on Ticketmaster.

7. **License and Use of Hardware and Software.**

(a) **License of Hardware and Software:** 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 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, at Ticketmaster's expense, 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.

(b) **Use of Hardware and Software:** The Hardware and Software and all materials related to such Hardware and Software 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 comply in all material respects 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 hereby agrees: (i) not to permit copying or reproduction of the Software 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 or Software 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 or Software, 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 or Software, or any copies, modifications or partial copies thereof; (v) not to "hack," or attempt to "hack," any of the Software, the servers on which the Software is hosted or any other portion of the Ticketmaster network, or otherwise attempt to circumvent, or navigate outside of, the borders of such Software servers in any manner whatsoever; (vi) not to use the Hardware or Software in conjunction with any other ticket distribution company and/or software other than Ticketmaster's software or products; and (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-Archtics interface to the database (e.g., ISQL, Access, Crystal Reports, etc.). Neither Principal, nor its employees, agents, servants or representatives, shall alter, modify, copy or add to the Software without the prior written consent of Ticketmaster; and (viii) while accessing Ticketmaster MailManager, not to download any content over the Internet or otherwise access any portion of the Internet, except as may be strictly necessary to conduct e-mail campaigns for Principal in connection with Principal's use of Ticketmaster MailManager and only to the extent that Principal has obtained the right and authority to download, access and otherwise use such content; and (ix) use Ticketmaster MailManager in violation of applicable laws, including, but not limited to, federal, state or other laws applicable to commercial emails. Principal may make a single copy of Archtics only to be used for archival or backup purposes; **COPYING FOR ANY OTHER PURPOSE IS PROHIBITED.**

(c) **New Versions of Software:** Ticketmaster shall timely provide to Principal, from time to time, all upgrades or enhancements to the current version of the Software, and in connection therewith, it will issue copies of the upgraded or enhanced versions of the Software to Principal for no additional fee. The provision of new releases of the Software by Ticketmaster shall be subject to the conditions, limitations and restrictions of this Agreement.

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

(e) **Passwords:** Principal agrees that use of the Software 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 from where the Software is used and (ii) shall provide to Ticketmaster access to any database which records access to the Software.

(f) **Ticket Forwarding:** Principal shall notify all Subscribers that Subscribers may not utilize Ticket Forwarding in connection with any third party ticket transactions, such as forwarding to ticket brokers or any other Internet sites that utilize forwarding in connection with commercial applications. Principal shall notify Ticketmaster immediately if it becomes aware of any such activity; and Ticketmaster reserves the right to suspend any Subscriber from using the Software for any violations of the above or for violations of any other rules and regulations reasonably adopted by Ticketmaster from time to time.

(g) **Principal's Website/Interface Page:** Beginning on or shortly after the execution of this Agreement, and subject to the completion of the installation of Archtics no later than the Effective Date, Ticketmaster will develop the Interface Page that will enable Principal's Subscribers to access their account information and conduct "real-time" transactions by linking to the Interface Page from the Principal's Website. The Interface Page may contain a short, related textual description of AccountManager features and shall contain Ticketmaster's designated wording and graphic depiction thereof, currently "by Ticketmaster."

(h) **GroupManager Restrictions:** All Group Sales must comply with Ticketmaster's current Group Sales policies. In the event that Ticketmaster determines that a Group Sale is not a valid Group Sale, Ticketmaster shall have the right to assess against Principal the amount of fees that Ticketmaster would otherwise have been entitled to assess under this Agreement with respect to any such Tickets had they been purchased through Ticketmaster as single Tickets, and not from Principal as a Group Sale.

(i) **Hosting:** 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.

8. Ticketmaster's Services.

(a) **Installation; Line Costs:** Following the earlier of the Effective Date or the execution of this Agreement, and subject to Principal's obligations below, Ticketmaster shall proceed with due diligence to install at its own cost and expense the Hardware and to provide Principal with access to the Software. Such installation shall be performed in a good and workmanlike manner. Principal will provide connectivity and interfacing that satisfy Ticketmaster's minimum system requirements. Ticketmaster shall have no responsibility for any internal wiring or cabling (e.g., electrical, data lines, etc.) at the Facility, Principal's

administrative office or Principal's pertinent sites necessary 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 and Software. The cost of all telephone line connections between the central computer facility and the Facility, and all monthly 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 Ticketmaster.

(b) **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 such Ticket sales.

(c) **Internet Sales:** Following the earlier of the Effective Date or 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 or a successor website on the World Wide Web or any successor thereto every day of the year, excepting such reasonable down time as may be necessary or appropriate for website maintenance and updating for the purpose of, among other things, sales of Tickets to Attractions.

(d) **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, 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. The parties acknowledge that in certain instances the sale of Tickets to persons desiring accessible seating may be better handled by the Facility Box Office and the parties will work together to accomplish such objective as needed. 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 directly resulting from the inaccuracy of any Set-Up Information furnished by Principal pursuant hereto.