

AMENDMENT TO LICENSED USER AGREEMENT

THIS AMENDMENT TO LICENSED USER AGREEMENT ("Amendment") is entered into and made effective as of October __, 2025 ("Effective Date"), by and between Ticketmaster L.L.C., a Virginia limited liability company ("Ticketmaster"), and The City of La Crosse, Wisconsin, a Wisconsin municipality ("Principal"), with reference to the following:

A. Ticketmaster and Principal entered into that certain Licensed User Agreement dated as of May 1, 2009, as amended by that certain Amendment to Licensed User Agreement dated as of February 20, 2014, and that certain Amendment to Licensed User Agreement dated as of May 8, 2014 (as amended, the "Agreement").

B. Ticketmaster and Principal desire to amend the Agreement in certain respects as set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree, effective as of the Effective Date (unless otherwise expressly set forth in this Amendment), as follows:

1. Defined Terms.

(a) Capitalized Terms. The meanings of capitalized terms used and not otherwise defined within this Amendment have the meanings assigned to them in the Agreement.

(b) Attractions Definition. The definition of "Attraction" set forth in Section 17 of the Agreement is deleted in its entirety and replaced with the following definition:

"Attraction" means a concert, sporting, entertainment or other act or event of any kind or nature whatsoever to be held at the Facility, with the exception of any Wisconsin Interscholastic Athletic Association State Team Wrestling Tournament events.

2. Extension of Term. The Term of the Agreement, as modified by this Amendment, is extended for a and shall expire on April 30, 2031. Thereafter, the Term of the Agreement shall be automatically renewed for successive three (3) year periods unless either party notifies the other party in writing, not less than ninety (90) nor more than one hundred and twenty (120) days prior to the end of the then current renewal period, of its intention not to renew the Agreement. Each twelve (12) month period during the Term commencing on May 1 and continuing through the following April 30 shall be a "Contract Year" as such term is used in the Agreement.

3. Financial Considerations. Exhibit A of the Agreement is deleted in its entirety and replaced with Exhibit A attached to this Amendment.

4. TM+ (Ticket Resale). Ticketmaster shall enable its integrated primary and secondary market ticketing sale/resale capabilities which enable consumers searching for Tickets to an Attraction to simultaneously view Tickets available for initial sale directly by Principal pursuant to the Agreement in addition to Tickets available for resale from other consumers (collectively, "TM+"), in accordance with the terms and conditions set forth in Exhibit C attached to this Amendment and incorporated in the Agreement by this reference.

5. TM1 Engagement. Ticketmaster shall provide Principal with use of an email permission marketing tool powered by a third-party enterprise-level interactive software and marketing provider, and which shall be integrated with the TM System ("TM1 Engagement") in accordance with the terms and conditions set forth in Exhibit D attached to this Amendment and incorporated in the Agreement by this reference. The term "Software" as defined in the Agreement shall not be deemed to include TM1 Engagement, it being acknowledged that TM1 Engagement is a third-party software solution. The parties acknowledge and agree that TM1 Engagement replaces Ticketmaster's former email marketing tool terms and conditions relating to TM MailManager; accordingly, effective as of the Effective Date of this Amendment, the defined term "TM MailManager" and all terms and conditions relating to such term set forth in the Agreement are hereby deleted, and shall be null, void and of no further force or effect.

6. Platinum Tickets and VIP Packages. The terms and conditions set forth in Exhibit E attached to this Amendment and incorporated in the Agreement by this reference shall apply in connection with the sale of Platinum Tickets and VIP Packages.

7. Data Processing. Principal's and Ticketmaster's Processing (as defined in Addendum 1) of Purchaser Data shall be in compliance with Addendum 1 attached to this Amendment and incorporated in the Agreement by this reference.

8. Conflicting Terms. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control. Except as specifically set forth in this Amendment to the contrary, all terms and conditions of the Agreement are in full force and effect, shall continue in full force and effect throughout the Term and are ratified and confirmed by the parties.

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

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

THE CITY OF LA CROSSE, WISCONSIN,
a Wisconsin municipality

By: _____

By: _____

Title: _____

Title: Mayor of the City of La Crosse

Name:

Name: Shaundel Washington-Spivey

Date: _____

Date: _____

EXHIBIT A

FINANCIAL CONSIDERATIONS

1. CHARGES AND FEES.

(a) Convenience Charge (Per Ticket): The Convenience Charges shall be as follows:

<u>Face Value of Ticket</u>	<u>Convenience Charge (per Ticket)</u>
All Face Values	15% of Face Value per Ticket

(b) Inside Charges:

<u>Type of Ticket</u>	<u>Inside Charge</u>
Tickets (including complimentary Tickets) printed by or on behalf of Principal	\$0.00 per Ticket
Tickets sold via Ticketmaster distribution channels	\$0.00 per Ticket

(c) Delivery Fees:

(i) Mail Fee: Ticketmaster shall be entitled to assess and retain a fee in the amount of \$5.00 per order against purchasers of Tickets using the U.S. mail method of delivery (the "Mail Fee").

(ii) Will Call Fee: Ticketmaster shall be entitled to assess a fee in the amount of \$5.00 per order against purchasers of Tickets using the will call method of Ticket fulfillment ("Will Call Fee") and shall pay Principal the entirety of such Will Call Fee, less Payment Processing Fees (calculated at the rate set forth in this Agreement) on such amount.

2. Electronic Payment Fees:

<u>Type of Sale</u>	<u>Percentage Rate</u>
Ticketmaster distribution channels	2.46% of Face Value of Tickets
Principal Sales using TM Charge	2.46% of Face Value of Tickets

Any percentage rates set forth above are subject to automatic increase due to increases in the interbank rates imposed on Ticketmaster.

3. ADDITIONAL COMPENSATION.

(a) Royalties: With respect to each of the following fees received (and not refunded) by Ticketmaster, Principal shall be entitled to receive Ticket sales royalties ("Royalties") from Ticketmaster in the amounts set forth below:

<u>Type of Royalty</u>	<u>Amount of Royalty</u>
Convenience Charge	37% of the Convenience Charge

Notwithstanding the above, Electronic Payment Fees and Attraction Taxes may be deducted from the applicable fees before the Royalties are calculated. Any Royalties due Principal will be paid by Ticketmaster together with payment of the related Ticket Receipts in accordance with the settlement procedures of the Agreement.

(b) Hardware Credit: Ticketmaster shall provide Principal with a one-time credit ("Hardware Credit") in the amount of Thirty-Two Thousand Dollars (\$32,000) to be used by Principal as a credit against Ticketmaster's purchase of certain Hardware for Principal's use in connection with this Agreement. Any unused amount of the Hardware Credit shall be forfeited upon the termination or expiration of this Agreement. The Hardware Credit, having no cash value, shall not be payable directly to Principal. To the extent Ticketmaster's purchase of additional Hardware for Principal's use at any time exceeds the

aggregate amount of the Hardware Credit during the Term, Ticketmaster shall invoice Principal for, and Principal shall pay to Ticketmaster within thirty (30) days of invoice receipt, such incremental amount in excess of the Hardware Credit. In the event Principal fails to pay such invoice in full when due, Ticketmaster may deduct the unpaid amount of such invoice from the settlements otherwise due and owing to Principal under this Agreement. Unless otherwise mutually agreed upon by the parties, any equipment purchased using the Hardware Credit or invoiced to Principal pursuant to this Section shall be deemed "Hardware" as defined in this Agreement and shall be subject to all terms and conditions relating to Hardware set forth in the Agreement.

(c) Sponsorship Payment: In lieu of the Advertising Allowance set forth in Section 3(d) of the Agreement, which provision is hereby deleted and shall be null, void and of no further force or effect, Ticketmaster shall pay Principal an annual payment (the "Sponsorship Payment") to advertise and promote Ticketmaster as the source for advance Tickets to Attractions in the amount of Fifteen Thousand Dollars (\$15,000) per Contract Year, payable within thirty (30) days of the start of each Contract Year. In consideration for the Sponsorship Payment, Principal shall provide Ticketmaster a set of sponsorship/media assets, links, integrations and designations (collectively, "Sponsorship Assets") equivalent in value to the total amount of the Sponsorship Payment, which Sponsorship Assets shall be mutually agreed to by the parties. Ticketmaster's agreement to provide the Sponsorship Payment to Principal is further conditioned upon Ticketmaster's exclusive right to sell at least thirty-five thousand (35,000) Tickets (the "Sales Threshold") via Ticketmaster distribution channels for which Ticketmaster receives (and does not refund) a Convenience Charge during each Contract Year. In the event the Sales Threshold has not been reached on or before expiration of a Contract Year for any reason, or in the event the Agreement terminates early before expiration of a Contract Year for any reason and the Sales Threshold has not been reached as of the date of such early termination, then Principal shall remit to Ticketmaster, within fifteen (15) days, an amount equal to Forty-Three Cents (\$0.43) for each remaining unsold Ticket comprising the Sales Threshold.

EXHIBIT C

TM+ (TICKET RESALE)

1. Activation of TM+. Ticketmaster shall activate TM+ for all Attractions in accordance with the terms set forth in this Exhibit below.

2. TM+ Sales Transaction Terms.

(a) For any primary market Ticket inventory sold through TM+, Ticketmaster shall assess the fees and settle the proceeds of such sales with Principal in accordance with the terms and conditions for such transactions set forth in this Agreement.

(b) For any secondary market Ticket inventory sold through TM+, Ticketmaster shall assess its standard fees against the buyers and sellers of such tickets in amounts as determined by Ticketmaster and settle the proceeds of such sales with the applicable Ticket reseller in accordance with Ticketmaster's published policies.

3. TM+ Revenue Share. Principal shall be entitled to receive from Ticketmaster ten percent (10%) of the Net Resale Revenue collected (and not refunded or subject to Chargeback) by Ticketmaster on account of secondary market Ticket sales through TM+ (the "TM+ Revenue Share").

4. Net Resale Revenue Definition and Calculation. The term "Net Resale Revenue" means the gross amount collected from the new purchaser of a secondary market inventory Ticket via TM+ less (i) the proceeds paid to the Ticket seller, (ii) an amount equal to 3.5% of the gross amount collected from the new purchaser (to cover Payment Processing Fees and Chargebacks), (iii) any applicable Attraction Taxes, and (iv) the actual out-of-pocket customer acquisition costs for TM+ (e.g., costs to unaffiliated third parties on search engine marketing (SEM) or commissions to third-party affiliates of Ticketmaster linking consumers to TM+) that are incurred by Ticketmaster for any Attraction.

5. TM+ Revenue Share Settlements. The TM+ Revenue Share will be paid to Principal on a quarterly basis for all such sales occurring in any calendar quarter, on or before the thirtieth (30th) day of the month following each calendar quarter. In the event any Attraction for which Ticketmaster has made any TM+ Revenue Share payment to Principal becomes a Cancelled Attraction, Principal shall promptly repay to Ticketmaster the amount of such TM+ Revenue Share payments in respect of such Cancelled Attraction. Each settlement relating to the TM+ Revenue Share pursuant to this Exhibit shall be accompanied by a report of the applicable transactions during such settlement period.

EXHIBIT D

TM1 ENGAGEMENT

- 1. Activation of TM1 Engagement.** At Principal's optional election upon written notice (email sufficing) to Ticketmaster, Ticketmaster shall make TM1 Engagement available for Principal's use in exchange for the fees set forth in the attached Schedule 1. At the time of TM1 Engagement activation, Principal shall select an annual plan. During the Term, Principal shall have the opportunity to upgrade Principal's current plan to a higher one, or downgrade to any lower plan, upon written notice to Ticketmaster and payment of the new annual fee; provided, such new plan shall not take effect until the beginning of the next Contract Year. For avoidance of doubt, any unsent emails comprising the annual sent messages threshold and any unused Ticketmaster professional services hours for Principal's plan during each Contract Year shall expire at the conclusion of each such Contract Year, and no TM1 Engagement credit of any kind shall be provided to Principal in connection with such unsent emails and/or unused hours.
- 2. Payment Terms.** Ticketmaster shall invoice Principal for the full amount of the annual fee applicable for Principal's current plan at the beginning of each Contract Year; provided, for any partial Contract Year remaining following the date of TM1 Engagement activation, Principal will be invoiced upon TM1 Engagement activation a pro rata amount of the annual fee applicable for Principal's selected plan (based on a pro-rated number of emails and professional services hours for such plan). In the event Principal exceeds the email threshold for Principal's current plan in any Contract Year, Principal will be invoiced for the incremental amount of the annual fee applicable to such higher volume of emails sent.
- 3. Elective Services and Fees.** In the event Principal elects to purchase additional Principal user licenses and/or additional Ticketmaster professional services hours, in each case, for any given Contract Year to supplement the number of user licenses and professional services hours included in Principal's plan for such Contract Year as set forth in Schedule 1, Ticketmaster shall invoice Principal for the additional fees applicable in connection therewith at the time of such election. In the event Principal elects to activate Ticketmaster's Premium Automation Package in accordance with the terms set forth in Schedule 1, Ticketmaster shall invoice Principal for the additional annual fee applicable in connection therewith at the time of such election and at the beginning of each Contract Year thereafter, it being understood that any activation of Ticketmaster's Premium Automation Package shall be for the remaining Term (and not just for the remainder of the then-current Contract Year). In the event Principal fails to pay any TM1 Engagement related invoice in full within thirty (30) days of issuance, Ticketmaster may deduct the unpaid amount of such invoice from the settlements otherwise due and owing to Principal under this Agreement, or Ticketmaster may elect to terminate the provision of TM1 Engagement services.
- 4. Maintenance and Support.** Ticketmaster shall provide all necessary maintenance and service support with respect to the use of TM1 Engagement, as described in the attached Schedule 2. Ticketmaster agrees to absorb all fees and other amounts due to any third party in connection with the use of TM1 Engagement, and related support costs.
- 5. Use of TM1 Engagement.** Principal agrees to use TM1 Engagement only in compliance with all applicable laws and administrative rulings and in accordance with Ticketmaster's posted privacy policies. Principal shall also include in any email communications that Principal may send using TM1 Engagement a mechanism to provide the recipient with the right to "opt-out" from receiving further email communications from Principal and Principal shall honor such opt-out preferences. Ticketmaster shall have no liability for any email communications conducted by Principal.

Schedule 1

Plan	Annual Sent Messages			Annual Fee*	Number of Principal User Licenses Included**	Number of Ticketmaster Professional Services Hours Included***	Ticketmaster's Premium Automation Package****
Base	0	to	1,000,000	\$3,500	2	1 hour (Q&A call)	NOT INCLUDED
Plan 1	1,000,001	to	2,000,000	\$5,000	2	5 hours/ year	
Plan 2	2,000,001	to	4,000,000	\$10,500	3	10 hours/year	
Plan 3	4,000,001	to	6,000,000	\$14,000	3	15 hours/year	
Plan 4	6,000,001	to	12,000,000	\$21,000	3	20 hours/year	
Plan 5	12,000,001	to	18,000,000	\$28,000	3	25 hours/year	
Plan 6	18,000,001	to	30,000,000	\$35,000	4	30 hours/year	
Plan 7	30,000,001	to	48,000,000	\$42,000	4	35 hours/year	
Plan 8	48,000,001	or	More	Custom Pricing	Custom	Custom	

*The annual fees for each plan set forth above shall be subject to automatic increase on the first day of each successive Contract Year following the date of TM1 Engagement activation in the amount of 5% of the previous Contract Year's annual fees.

**Additional user licenses may be purchased by Principal for \$600 per additional user license / per Contract Year, and such fee shall not be pro-rated for any partial Contract Year except to the extent expressly provided otherwise in the Exhibit to which this Schedule is attached. Principal shall notify Ticketmaster of its election to purchase additional user licenses during each Contract Year for which Principal intends to use such additional user licenses, and Principal's election to purchase additional user licenses during any Contract Year shall not carry forward into the continued use of such additional user licenses during any subsequent Contract Year.

***Notwithstanding the chart above, the number of Ticketmaster professional service hours included in any annual plan for which Ticketmaster has waived or has otherwise provided a credit or discount towards Principal's annual fee shall be zero (0) hours except to the extent expressly provided otherwise in the Exhibit to which this Schedule is attached. The amount of any unused Ticketmaster professional service hours included in any annual plan shall not be available for use in any subsequent Contract Year but shall expire at the conclusion of the Contract Year to which they apply, or upon the termination or expiration of this Agreement, whichever is earlier. Additional Ticketmaster professional service hours may be purchased by Principal at the rate of \$250 per additional hour, or at the bulk discount rate of \$225 per additional hour where Principal purchases fifty (50) or more hours in a single transaction, it being understood any such hours (including any of those purchased in bulk), consistent with the terms set forth above, shall expire at the conclusion of the Contract Year for which they were purchased, or upon the termination or expiration of this Agreement, whichever is earlier.

****Principal may elect to activate Ticketmaster's Premium Automation Package as an optional add-on for \$1,200 per Contract Year, and such fee shall not be pro-rated for any partial Contract Year except to the extent expressly provided otherwise in the Exhibit to which this Schedule is attached. For clarity, standard two-touch welcome automations are included with each annual plan and do not require activation of Ticketmaster's Premium Automation Package. Any activation of Ticketmaster's Premium Automation Package shall be for the remainder of the Term (and not solely for the remainder of the then-current Contract Year).

Schedule 2

Plan		Annual Sent Messages		TM1 Engagement Support
Base	0	to	1,000,000	• Unlimited issue resolution technical support v • Ticketmaster product support • Implementation services • Industry-specific web-based training • Industry-specific user guides • Industry-specific best practices documentation and webinars • Deliverability support
Plan 1	1,000,001	to	2,000,000	
Plan 2	2,000,001	to	4,000,000	
Plan 3	4,000,001	to	6,000,000	
Plan 4	6,000,001	to	12,000,000	
Plan 5	12,000,001	to	18,000,000	
Plan 6	18,000,001	to	30,000,000	
Plan 7	30,000,001	to	48,000,000	
Plan 8	48,000,001	or	More	

EXHIBIT E

PLATINUM TICKETS AND VIP PACKAGES

1. Definitions.

“Platinum Tickets” means any market- and/or demand-priced Tickets for a select category of seats at an Attraction (e.g., resulting from proximity to the stage or other superior amenities) as mutually determined by Principal and Ticketmaster.

“Platinum Ticket Fee” means a fee assessed by Ticketmaster against each Platinum Ticket purchaser in an amount equal to twenty percent (20%) of the Platinum Ticket Price (inclusive of Payment Processing Fees in the same percentage amount set forth in this Agreement with respect to standard Ticket sales) for each Platinum Ticket sold by Ticketmaster. Additionally, Ticketmaster shall charge Principal a “Platinum Platform Fee” in an amount equal to five percent (5%) of the Platinum Ticket Price, which shall be deducted from the Platinum Proceeds as an Inside Charge prior to settlement. The Platinum Ticket Fee and the Platinum Platform Fee payable to Ticketmaster in connection with each sale of a Platinum Ticket shall be in lieu of any per Ticket fee otherwise due Ticketmaster under this Agreement in respect of standard Ticket sales.

“Platinum Ticket Price” means the total price a purchaser pays for a Platinum Ticket sold by Ticketmaster, inclusive of applicable Attraction Taxes, but exclusive of the Platinum Ticket Fee and any applicable per order delivery and Processing Fees. The Platinum Ticket Price shall initially be established by Principal in consultation with Ticketmaster, and any subsequent adjustments to the Platinum Ticket Price shall be administered in accordance with parameters accepted by Principal in advance.

“Platinum Proceeds” means the Platinum Ticket Price collected by Ticketmaster, exclusive of the Platinum Platform Fee.

“VIP Package” means a Ticket package sold by Ticketmaster which entitles the purchaser of the Ticket to additional benefits to be fulfilled by Principal and/or the third party presenting the applicable Attraction (e.g., the promoter, artist and/or performing act) (any such third party, an “Attraction Presenter”), including access to unique experiences surrounding the Attraction and/or merchandise.

“VIP Package Fee” means a fee assessed by Ticketmaster in an amount equal to twenty percent (20%) of the VIP Package Price (inclusive of Payment Processing Fees in the same percentage amount set forth in this Agreement with respect to standard Ticket sales), which amount shall be charged to the VIP Package purchaser in addition to the VIP Package Price. Additionally, where Principal or the applicable Attraction Presenter utilizes the marketing and fulfillment services of Ticketmaster’s artist services division in connection with the applicable VIP Package offer, Ticketmaster shall charge Principal a “VIP Platform Fee” in an amount equal to ten percent (10%) of the VIP Package Lift, which shall be deducted from the VIP Package Proceeds as an Inside Charge prior to settlement. The VIP Package Fee and the VIP Platform Fee (if applicable) payable to Ticketmaster in connection with each sale of a VIP Package shall be in lieu of any per Ticket fee otherwise due Ticketmaster under this Agreement in respect of standard Ticket sales.

“VIP Package Lift” means, as to each VIP Package, the VIP Package Price less the Face Value of the applicable Ticket included in such VIP Package.

“VIP Package Price” means the total price of the VIP Package paid by the purchaser as established by Principal, inclusive of the Face Value of the Ticket and applicable Attraction Taxes, but exclusive of the VIP Package Fee and any applicable per order delivery fees.

“VIP Package Proceeds” means the VIP Package Price collected by Ticketmaster, exclusive of the VIP Platform Fee (if applicable).

2. Platinum Tickets.

(a) Platinum Ticket Set-Up Information. Principal will provide Ticketmaster with notice of its intent to have Ticketmaster enable a Platinum Ticket offer for any applicable Attraction and shall provide Ticketmaster with required Set-Up Information in respect of such offer so that Ticketmaster may set up the offer for sale through Ticketmaster distribution channels.

(b) Platinum Ticket Settlement. Ticketmaster shall pay Principal the Platinum Proceeds for each Platinum Ticket sold by Ticketmaster during a calendar week along with settlement of Ticket Receipts for the applicable week. Principal shall be responsible for remitting Attraction Taxes applicable to the Platinum Ticket Price (inclusive of the Platinum Platform Fee) and Ticketmaster shall be responsible for remitting Attraction Taxes applicable to the Platinum Ticket Fee. Notwithstanding the foregoing, in the event Ticketmaster is required by applicable law to remit Attraction Taxes applicable to the Platinum Ticket Price directly to the applicable taxing authority on behalf of Principal, the Platinum Proceeds payable to Principal shall be reduced by such Attraction Taxes remitted by Ticketmaster. Except as otherwise provided above, settlements of Platinum Ticket sales shall be made in accordance with and subject to the accounting, Attraction Taxes and refund procedures for standard Ticket sales set forth in this Agreement.

(c) Platinum Ticket Fee Royalty. Principal shall be entitled to receive from Ticketmaster a royalty in the amount of twenty percent (20%) of each Platinum Ticket Fee received (and not refunded or subject to Chargeback) by Ticketmaster. Notwithstanding the above, Payment Processing Fees and Attraction Taxes related to any Platinum Ticket Fee shall be deducted from the Platinum Ticket Fees before the Platinum Ticket Fee royalties are calculated. Platinum Ticket Fee royalties shall be paid to Principal during a calendar week along with the settlement of Ticket Receipts for the applicable week.

3. VIP Packages.

(a) VIP Package Information. Principal will provide Ticketmaster with reasonable advance written notice of its intention to have Ticketmaster enable a VIP Package, which notice shall include an accurate and complete description of the VIP Package content, applicable dates for the sales campaign, and any other information reasonably requested by Ticketmaster (the “VIP Package Information”). Notwithstanding anything to the contrary in this Agreement, Ticketmaster shall not be obligated to offer a VIP Package for an Attraction if, in the reasonable discretion of Ticketmaster, the VIP Package is not appropriate for sale via Ticketmaster distribution channels. Ticketmaster and Principal will work together to develop appropriate messaging to inform all purchasers of VIP Package elements and benefits. Ticketmaster shall have final control over any messaging on Ticketmaster distribution channels and reserves the right to reject any messaging proposed by Principal for any reason, including size constraints. Notwithstanding the foregoing, Ticketmaster shall have no responsibility or liability in the event information (including VIP Package Information) provided to Ticketmaster by Principal relating to the VIP Package is incorrect or incomplete, and Principal shall defend, indemnify and hold Ticketmaster’s Indemnitees harmless against any Claims occurring as a result of or in connection with the VIP Package Information.

(b) VIP Package Fulfillment.

(i) Ticketmaster Responsibilities. Ticketmaster will control access to the VIP Package by distributing to each applicable purchaser a unique barcode, digital token or other evidence of purchase which will allow the purchaser to redeem the VIP Package elements from Principal. Ticketmaster shall be responsible solely for enabling such evidence of purchase for each purchaser to use, for customer service inquiries relating to such evidence of purchase, and for providing instructions for redemption

(e.g., the time frames during which redeeming purchasers may redeem the VIP Package elements, the relevant customer service contact information for purposes of handling customer support issues relating to such redemption, etc.).

(ii) Principal Responsibilities. If applicable, Principal shall allow purchasers to redeem the VIP Package elements at the Attraction. Principal shall: (A) perform, or shall cause the applicable Attraction Presenter to perform, all fulfillment, redemption and delivery obligations, and customer service related to the fulfillment and delivery of VIP Package elements, and all associated costs, and (B) defend, indemnify and hold Ticketmaster's Indemnitees harmless against any Claims occurring as a result of or in connection with the fulfillment, redemption and delivery of the VIP Package elements.

(c) VIP Package Settlement.

(i) Ticketmaster shall pay Principal the VIP Package Proceeds for each VIP Package sold by Ticketmaster during a calendar week along with settlement of Ticket Receipts for the applicable week. Notwithstanding anything to the contrary in this Agreement, (A) Principal shall not receive such payment, nor shall a sale be deemed to have been made, if any VIP Package is the subject of a Chargeback or for which Ticketmaster refunds the Ticket portion of the VIP Package, and (B) where Ticketmaster has entered into an agreement directly with the Attraction Presenter (a "Presenter VIP Agreement") pursuant to which the Attraction Presenter utilizes the marketing and fulfillment services of Ticketmaster's artist services division in connection with the applicable VIP Package offer on a tour-wide basis for events that are on the same tour as the applicable Attraction held at the Facility, such VIP Packages sold in connection with the Attraction at the Facility shall be governed by the terms of the Presenter VIP Agreement, and the VIP Package Proceeds for such offers will be settled with the Attraction Presenter (exclusive of the Ticket Face Value, which will be settled with Principal pursuant to the terms of this Agreement); provided, Principal shall be entitled to the VIP Package Fee royalties described in subsection (d) below with respect to such offers.

(ii) Principal agrees that it shall be responsible for all refunds related to the VIP Package elements, and to the extent Ticketmaster receives any VIP Package element refund requests, Ticketmaster shall refer the purchaser to the customer service contact information provided by Principal to Ticketmaster for such customer service issues. In no event shall Ticketmaster be liable for a refund of the VIP Package elements. In addition, Principal shall be responsible for all Chargebacks related to the VIP Packages, and Ticketmaster shall have the right to deduct amounts due for Chargebacks from the VIP Package Proceeds otherwise payable by Ticketmaster to Principal. In the event such VIP Package Proceeds are inadequate to cover actual Chargebacks, Principal shall be responsible for, and shall refund to Ticketmaster within ten (10) days of Ticketmaster's written notice all amounts related to such Chargebacks.

(iii) Principal shall be responsible for remitting Attraction Taxes applicable to the VIP Package Price (inclusive of the VIP Platform Fee) and Ticketmaster shall be responsible for remitting Attraction Taxes applicable to the VIP Package Fee. Notwithstanding the foregoing, in the event Ticketmaster is required by applicable law to remit Attraction Taxes applicable to the VIP Package Price directly to the applicable taxing authority on behalf of Principal, the VIP Package Proceeds payable to Principal shall be reduced by such Attraction Taxes remitted by Ticketmaster. Except as otherwise provided above, settlements of VIP Package sales shall be made in accordance with and subject to the accounting, Attraction Taxes and refund procedures for standard Ticket sales set forth in this Agreement.

(d) VIP Package Fee Royalty. Principal shall be entitled to receive from Ticketmaster a royalty in the amount of twenty percent (20%) of each VIP Package Fee received (and not refunded or subject to Chargeback) by Ticketmaster. Notwithstanding the above, Payment Processing Fees and Attraction Taxes related to any VIP Package Fee shall be deducted from the VIP Package Fees before the VIP Package Fee royalties are calculated. VIP Package Fee royalties shall be paid to Principal during a calendar week along with settlement of Ticket Receipts for the applicable week.

ADDENDUM 1

DATA PROCESSING TERMS

In connection with the Agreement, the parties anticipate that they will process Personal Information (as defined below) in the form of Purchaser Data. To the extent that the parties will process such Personal Information, the parties agree to the following terms for the purposes of ensuring compliance with Applicable Laws, including the handling of consumer rights requests.

DEFINITIONS

"Applicable Laws" means any federal, state, provincial or local laws, rules, or regulations, including without limitation federal, state, or local privacy and data security laws, and regulations applicable to Ticketmaster's services, including the California Consumer Privacy Act of 2018, Cal. Civ. Code 1798.100 et seq. ("**CCPA**").

"Purchaser Data" means any information, including Personal Information, with respect to persons who actually purchased Tickets to the Attractions through the TM System.

"Purchaser Data Breach" means a data breach, as defined by Applicable Laws, impacting Purchaser Data processed by or under the direction of the parties.

"Personal Information" means any information that: (i) identifies, relates to, describes, is capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular consumer or household; (ii) can be used in conjunction with other personal or identifying information to identify or locate a specific individual; or (iii) is defined as "Personal Information", "PII", "Personally Identifiable Information", or "Personal Data" by Applicable Laws relating to the collection, use, storage and/or disclosure of information about an identifiable individual.

"Process" or **"Processing"** means any operation or set of operations which is performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, retention, analysis, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Purposes" means using or disclosing the Purchaser Data to: (i) provide or improve products/services; (ii) monitor and improve information/physical security; (iii) send marketing communications; (iv) evaluate customer behavior; and (v) develop customer insights.

"Sensitive Personal Information" means (1) Personal Information that reveals (A) a consumer's social security, driver's license, state identification card, or passport number; (B) a consumer's account log-In, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; (C) a consumer's precise geolocation; (D) a consumer's racial or ethnic origin, religious or philosophical beliefs, or union membership; (E) the contents of a consumer's mail, email, or text messages, unless the business is the intended recipient of the communication; (F) a consumer's genetic data; (G) Personal Information collected and analyzed concerning a consumer's health; or (H) Personal Information collected and analyzed concerning a consumer's sex life or sexual orientation; and (I) Personal Information of an individual known to be under the age of 13 years.

In consideration of the parties' respective Processing of Purchaser Data, it is agreed as follows:

1. Purchaser Data.

- 1.1. The parties shall Process the Purchaser Data strictly for the Purposes and for no other purpose, unless otherwise agreed in writing by the parties.
- 1.2. Each party shall comply with its obligations under Applicable Laws.
- 1.3. The parties shall not Process any Sensitive Personal Information in connection with the Agreement. In the event either party wishes to Process Sensitive Personal Information, additional security measures and methods of obtaining consent must be agreed upon by both parties prior to any Processing of such Sensitive Personal Information.

2. Security.

- 2.1. The parties shall implement and maintain appropriate technical and organizational measures in accordance with applicable industry standards to protect the Purchaser Data.
- 2.2. In the event either party becomes aware of a Purchaser Data Breach the party that discovers the breach shall (unless prohibited under Applicable Law):
 - 2.2.1. Promptly following discovery (and the party shall use commercially reasonable efforts within seventy-two (72) hours following discovery), report the Purchaser Data Breach to Ticketmaster at CSIRT@LiveNation.com, and to Principal at [REDACTED];
 - 2.2.2. Promptly provide the other party with a written report detailing the likely reasons for the Purchaser Data Breach, possible root causes and impact, individuals impacted, location of individuals impacted, and data elements impacted;
 - 2.2.3. Provide assistance, at no additional cost, that may be reasonably required to manage the Purchaser Data Breach; and
 - 2.2.4. Take immediate remedial action to secure the Purchaser Data and to prevent re-occurrences of the same or similar incident and provide the other party with details of such remedial action.
- 2.3. In the event of a Purchaser Data Breach, the impacted party shall be responsible for making any relevant or applicable notifications to the applicable regulatory authority and to individuals/residents (at its own expense) but shall refrain from taking any other action that could predictably harm the interest or affect the reputation of the other party. The impacted party shall not issue press or media statements or comments about a Purchaser Data Breach that names the other party unless it has obtained prior written consent of such party.

3. **Cooperation.** In the event either party receives any correspondence, inquiry, complaint or claim from an individual, regulator or other third party ("Correspondence"), it shall promptly inform the other party giving full details of the same, and the parties shall cooperate reasonably and in good faith in order to enable the receiving party to respond to the Correspondence in a manner compliant with Applicable Laws. If either party is required by law to disclose the Personal Information to law enforcement or government authorities, the party shall notify the other party in writing and liaise with the other party before complying with such disclosure request.

4. **Consumer Rights Requests.** Each party shall be responsible for responding to consumer rights requests in accordance with Applicable Laws including data subject access, deletion, and do not sell or share Personal Information requests. The parties shall provide each other with all reasonable cooperation and assistance in relation to any such request. In addition, each party must recognize and comply with global opt-out signals from a consumer's browser as required by Applicable Laws. On reasonable notice from the other party, but no more than once per calendar year, each party shall provide the other party with a copy of the data subject rights request log to confirm compliance with Applicable Laws. If a consumer requests Personal Information held by the other party, the receiving party shall provide the consumer with the appropriate email address to contact the other party directly. Such email addresses include: privacy@livenation.com for Ticketmaster, and [REDACTED] for Principal.

5. Privacy Policy and Terms.

- 5.1. Upon request, Principal shall provide Ticketmaster with a copy of its Privacy Policy and Terms of Use so that Ticketmaster may provide appropriate notice to consumers upon collection of their Personal Information where required by Applicable Laws.
- 5.2. If Principal has provided Ticketmaster with a copy of its Privacy Policy or Terms of Use as set out in Section 5.1, Principal shall notify and provide Ticketmaster with updated versions of its Privacy Policy and Terms of Use upon making material changes so that Ticketmaster may provide appropriate notice to consumers upon collection of their Personal Information where required by Applicable Laws.