



ORDER FORM #1

DATE	November 30, 2010
CUSTOMER NAME ("Customer")	City of Nampa, Idaho
CUSTOMER ADDRESS	Nampa City Hall, 411 3 rd Street South, Nampa, Idaho 83651

1. Customer hereby orders, and TDC hereby agrees to provide the Services set forth in the Master Services Agreement dated November 30, 2010 between Customer and TDC (the "MSA").
2. The Services described herein are provided pursuant to the terms and conditions of this Order Form and the terms and conditions of the following documents, all of which shall be incorporated herein by this reference:
 - a. The MSA;
 - b. Service Addenda, including any applicable Specification Sheet(s) and/or Statement(s) of Work signed by Customer and TDC;

Unless separately defined, capitalized terms used in this Order Form shall have the meaning assigned to such terms in the MSA.

3. **Term.** Subject to the provisions of Section 5 below, this Order Form shall remain in effect throughout the Term, as such may be extended or otherwise amended from time to time.
4. **Ticketing System.**
 - a. *ProVenue Ticketing System.*
 - (i) *Grant of Rights.* Subject to the payment obligations set forth in Section 5 below, TDC hereby grants Customer a non-exclusive, non-assignable, limited, revocable access grant to utilize the ProVenue Ticketing System in connection with Customer's provision of ticketing services to Users. Subject to the terms and conditions of this Agreement, Customer may grant access to the ProVenue Ticketing System to Users. The ProVenue Ticketing System shall possess the Core Functionality as set forth in the attached Exhibit A and TDC shall use commercially reasonable efforts to cause the ProVenue Ticketing System to be in compliance with Payment Card Industry ("**PCI**") standards throughout the Term.
 - (ii) *Restrictions.* Customer may not (a) sell or assign any rights granted herein, (b) attempt to modify, disassemble, decompile, reverse engineer or make derivative works of the ProVenue Ticketing System, ProVenue Access Control Software or any other system or software provided by TDC, (c) provide, disclose or divulge or make available to, or permit use of the ProVenue Ticketing System to any third party except for Users, and (d) use the ProVenue Ticketing System for any purpose except as expressly provided for in this Agreement.

- (iii) *Authorized Users.* Customer agrees that before it provides any User with access to the ProVenue Ticketing System it shall have entered into a written agreement with such User that contains provisions which protect TDC's rights to the same extent that TDC's rights are protected in this Agreement and which names TDC as a third party beneficiary. Customer further agrees that it shall immediately notify TDC when a new User is granted access to the ProVenue Ticketing System. Notwithstanding anything to the contrary within this Agreement, Customer expressly agrees that it shall be liable to TDC for any breach of the terms of this Agreement by any User. For the purposes of this Agreement, the term "Users" shall mean any and all individuals or entities who are authorized by Customer to use the Services and who have been supplied user identifications and passwords by Customer (or by TDC at Customer's request). Users may include, but are not limited to, Customer's employees, consultants, contractors and agents; or third parties with whom Customer transacts business.
- (iv) *Exclusivity.* Customer hereby agrees that throughout the Term, Customer shall utilize the ProVenue Ticketing System exclusively and shall not utilize any other ticketing system to provide services to Customer's current or prospective clients or Users.
- (v) *Promotional Exceptions.* Notwithstanding the provisions of Section 4 (a)(iii) above, if Client is required under separate agreement with an event promoter, ticketing provider or show management organization to allocate tickets to an event to a legitimate fan club, or other promotional initiative, TDC agrees that Customer may make such allocation, and Customer may sell such tickets on a ticketing system other than the ProVenue Ticketing System, provided however, that (a) such tickets will only be sold through a "Web only" promotional on-sale; (b) Customer shall not allocate more than ten percent (10%) of the seats available per-show or event to any such promotional on sale; and (c) such allocation shall not contain an unreasonably high percentage of premium or high-demand seats ((a) through (c) collectively, the "Promotional Allocation").

In addition to the foregoing, prior to selling any Promotional Allocation through an alternate ticketing system, Customer agrees to use commercially reasonable efforts to cause such Promotional Allocation to be sold through the ProVenue Ticketing System and to assess the Transaction Fee (as hereafter defined) on all such tickets.

- b. *Other Services.* In addition to the ProVenue Ticketing System, TDC will provide the following services and equipment to Customer as part of the Agreement, at no additional cost or expense:
 - (i) *Training and documentation.* TDC will provide Customer with all available documentation applicable to the operation of the ProVenue Ticketing System and related products and subsequent updates as they become available. In addition, on dates and at times as mutually agreed between the parties, TDC will

provide initial training to Customer's key personnel in the operation of the ProVenue Ticketing System. Following completion of such initial training, Customer shall be solely responsible for maintaining Customer's personnel and/or Users' competency in the ProVenue Ticketing System. In the event Customer desires additional training, such additional training shall be mutually agreed upon and considered as Additional Services the terms of which shall be set forth on a Statement(s) of Work.

- (ii) *ProVenue Access Control.* TDC will provide Customer with one (1) ProVenue Access Control software module (hereafter, "**PAC**") which, when installed at a facility, shall validate an admission ticket, pass, or similar medium evidencing a right of entry at an entry control point designated by the facility. In the event Customer desires additional PACs, TDC has agreed to sell such additional PACs at an annual upfront cost of Ten Thousand Dollars (**\$10,000.00**) each. TDC's PAC shall include all server software, and software that operates on a handheld scanning device, fixed or portable scanning device, or fixed or portable turnstiles. TDC's PAC utilizes Alvarado's Manufacturing Company, Inc.'s ("**Alvarado**") proprietary GateLink Validation® software. TDC acknowledges that the Annual Charges set forth in Section 5.a below includes Alvarado's licensing fees applicable to the PAC provided to Customer hereunder. As an end user of the GateLink Validation software and subject to the terms of Sections 7 and 8 below, Customer agrees to execute the form of Software License Agreement attached hereto as Exhibit B. During the Term, in accordance with that certain Admission Control Software and Hardware Agreement between TDC and Alvarado, at no additional cost to Customer, Customer shall be entitled to telephone and email support (7:30 am to 4:30 PM PST) and all software updates and enhancements to the GateLink Validation software as any such updates and enhancements are made available by Alvarado.
- (iii) *Campaign Creator™.* TDC will provide Customer with access to the Campaign Creator service on the terms and conditions as more specifically detailed on the attached Exhibit C. TDC agrees that during the Term, Customer shall not be limited in the number of e-mail/RSS feeds it sends through the Campaign Creator service. TDC further agrees that no overage charge or other fee will be assessed as a result of Customer's e-mail or RSS feeds exceeding any particular threshold during any year of the Term.
- (iv) *Marketing Tools.* During the Term, as reasonably requested, TDC shall make its sales collateral available to Customer, at no additional cost, for use in connection with the promotion of Customer's business. Customer acknowledges and agrees that any such collateral shall be as produced by TDC in the ordinary course of its business and TDC shall not be obligated to prepare any customized sales collateral for Customer.
- (v) *Private Labeled Web Pages.* TDC shall provide, at no additional cost, all development work necessary to create and implement private labeled ticketing transaction web pages for two (2) separate entities as designated by Customer, which shall provide such designated entities with an Internet ticketing application

possessing the look and feel of the websites operated by such entities. During the Term, TDC shall provide additional Private Labeled Web Pages to Customer upon reasonable notice at the cost of two thousand five hundred dollars (\$2,500) per-site.

- (vi) *National Operation Center Help Desk Service.* TDC will provide Customer with email and telephone consultation service through the National Operation Center ("NOC") for incident and/or problem reporting and for general support, including without limitation, technical support to Customer to diagnose and/or isolate a ProVenue Ticketing System problem, on a twenty-four (24) hours per-day, seven (7) days per-week basis (24x7).

5. Fees. In consideration of the rights granted herein, Customer agrees to pay TDC the following fees:

- a. *Annual Charges.* TDC will provide Customer with the ProVenue Ticketing System for an annual subscription fee in the amount of Forty Five Thousand Dollars (**US\$45,000.00**) for each year of the Term (hereafter, the "**Subscription Fee**"). The Subscription Fee shall be paid in four (4) equal quarterly payments of eleven thousand two hundred and fifty dollars (\$11,250.00) commencing on the date that the Ticketing System is first made available for the sale of Tickets to the general public (the "Go-Live Date") or January 17, 2011, whichever first occurs, and then on the first day of each consecutive calendar quarter thereafter during the Term.
- b. *Set-Up Fee.* Customer will pay TDC a non-refundable, one-time, set-up fee in the amount of Twenty Eight Thousand Six Hundred Dollars (**US\$28,600.00**), which amount shall be payable in two (2) equal installments of fourteen thousand three hundred dollars (\$14,300.00) each, the first installment of which is due upon execution of this Agreement and the second of which shall be payable on the Go-Live Date.
- c. *Transaction Fee.* In addition to the payment of the Subscription Fee, Customer agrees to pay TDC a transaction fee (hereafter, the "**Transaction Fee**") in the amount of One Dollar (**US\$1.00**) for each ticket sold by Customer and/or Users on the Internet through the ProVenue Ticketing System. Notwithstanding the foregoing, TDC agrees that the Transaction Fee shall not apply to tickets for which Customer must issue a refund as a result of the cancelation or postponement of the event. Beginning with the second year of the Term, the Transaction Fee shall be increased by five percent (5%) per-annum, for each successive year of the Term. At the end of each calendar week, TDC shall provide Customer with an Invoice for all tickets sold through the ProVenue Ticketing System in the preceding week, and Customer shall have seven (7) days from the receipt thereof, to pay TDC for such Invoice pursuant to the terms and conditions of Section 3.3 of the MSA.

6. Transaction Processing and Settlement. With respect to the collection, processing and disbursement of the Transaction Fee, Customer agrees as follows:

- a. *Collection, Processing and Disbursement.*
 - 1. Customer will be responsible for the collection and disbursement of all revenues derived from the sale of Tickets through the ProVenue Ticketing System.
 - 2. All credit card transactions for Tickets sold through the ProVenue Ticketing System shall

be processed by Customer. Customer acknowledges and agrees that all fees and charges related to credit card processing shall be the sole responsibility of the Customer.

3. Customer will make settlement payments to TDC for Transaction Fees from revenues derived from all Tickets sold through the ProVenue Ticketing System in accordance with Section 6.b below.
 - b. *Settlement.* TDC will invoice Customer on a weekly basis. Each invoice will set forth the per-Ticket Transaction Fee for all Tickets including sold online through the ProVenue Ticketing System. All undisputed invoices shall be paid by Customer to TDC via Automatic Clearing House ("ACH") ten (10) days from receipt of TDC's invoice. The parties agree to work together in good faith to resolve all disputed invoices within thirty (30) days from the date of invoice.
7. **Pricing For Future Functionality.** If during the Term, should TDC develop and make other functionality available through the ProVenue Ticketing System that is not considered part of the Core Functionality, and Customer desires to utilize such future functionality in connection with the sale of tickets to Customer's and Customer's clients events, the parties agree to negotiate and establish a mutually agreeable pricing arrangement applicable for any and all such future functionality.
8. **Third Party Licensed Elements.** The Services provided pursuant to this Order Form may include third party licensed elements ("**Elements**"). In the event that any such Element becomes unavailable to TDC for any reason, including but not limited to a third party breach or Force Majeure Event, TDC will use commercially reasonable efforts to procure an alternate provider of substantially similar elements ("**Alternate Elements**"). If Alternate Elements cannot be procured, then TDC may upon prompt notice to Customer, elect to discontinue or terminate the provision of any applicable Services affected by the unavailability of such Elements. In such event, the parties shall negotiate a mutually agreeable adjustment in the remaining Annual Subscription Fee to reflect the impact of such discontinued Service on Customer's business operations, if any.
9. **Third Party Products.** Some of the hardware provided pursuant to this Order Form may include third party products ("**Third Party Products**"). TDC does not provide any warranty, express or implied, for the Third Party Products, including but not limited to, any implied warranty of merchantability or fitness for a particular use. The warranty will be limited to that offered by the Third Party Products' original manufacturer ("**Manufacturer**") and the warranty will exist solely between the Manufacturer and Customer, and Customer agrees to look solely to the Manufacturer for any existing warranty. TDC will not be liable for any loss, property damage, personal injury, legal expense or other expense incurred by any employee, agent, invitee or licensee of Customer or any other person regardless of how caused, if arising out of the use or possession of the Third Party Products by Customer, unless such loss, property damage, personal injury, legal expense or other expense is caused by the gross negligence of TDC, its employees or authorized agents. Title and risk of loss to the Third Party Products will pass to Customer upon the shipment of such Third Party Products from TDC's or Manufacturer's facility, as applicable.

10. THERE ARE IMPORTANT TERMS AND CONDITIONS, WARRANTY DISCLAIMERS, LIABILITY LIMITATIONS AND SERVICES DESCRIPTIONS CONTAINED IN THE MSA, SERVICE ADDENDA, PROFESSIONAL SERVICES AGREEMENT AND SOWs (COLLECTIVELY, "CONTRACT DOCUMENTS"). DO NOT SIGN THIS ORDER FORM UNTIL YOU HAVE READ ALL THE TERMS OF THE CONTRACT DOCUMENTS THAT PERTAIN TO THIS ORDER. YOUR SIGNATURE BELOW INDICATES YOU HAVE READ THE TERMS OF THIS ORDER FORM AND THE ADDITIONAL TERMS IN THE CONTRACT DOCUMENTS AND AGREE TO BE BOUND BY THEM.

The parties hereby indicate their agreement to this Order Form by their signatures below.

CITY OF NAMPA ("Customer")

TICKETS.COM, INC. ("TDC")



Authorized Signature



Authorized Signature

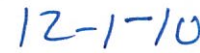
Printed Name



Printed Name

Title

Date



Title

Date

Exhibit A

Ticketing System Core Functionality

- A. The Core Functionality comprising the ProVenue Ticketing System is as follows:
1. ProVenue back office ticketing application.
 2. Single and package ticket sales via ProVenueOnline.
 3. Secondary market ticket sales through the Replay Ticket Exchange.
 4. Online Auctions
 5. Targeted On-Sales
 6. Protected On-Sales
 7. Tickets@Home method of delivery
 8. Tickets@Phone method of delivery
 9. Paperless Tickets functionality