



September 16, 2014

David Billingsley  
Chief Procurement Officer  
City of Orlando  
400 South Orange Ave  
Orlando, FL 32801

**RE: TM Messenger powered by ExactTarget**

Dear Mr. Billingsley:

This letter confirms that Ticketmaster will offer an e-Messenger mobile and social media cross-channel permission marketing tool which shall be powered by the third party enterprise-level interactive software and marketing provider, ExactTarget, and which shall be integrated with Ticketmaster's Ticketing System ("TM Messenger"). This letter amends City of Orlando's current Ticketing Management and Distribution Agreement with Ticketmaster (the "Agreement") to include terms and conditions relating to TM Messenger for the remainder of the Term of the Agreement or the Master Agreement. Capitalized terms used but not defined herein have the meaning assigned to such terms in the Agreement; provided, that the term "Software" as used in the Agreements shall not be deemed to incorporate TM Messenger, as the parties acknowledge that TM Messenger is a third party software solution.

Ticketmaster shall make TM Messenger available for City of Orlando's use at the Amway Center and Other City Venues in exchange for an annual subscription fee based on the volume of e-Messengers sent using TM Messenger in any given year as set forth in the schedule below.

Plan	Annual Sent Messages			Annual Subscription Fee
Base	0	to	2,000,000	\$3,500
Plan 1	2,000,001	to	4,000,000	\$10,500
Plan 2	4,000,001	to	6,000,000	\$14,000
Plan 3	6,000,001	to	12,000,000	\$21,000
Plan 4	12,000,001	to	18,000,000	\$28,000
Plan 5	18,000,001	to	30,000,000	\$35,000
Plan 6	30,000,001	to	48,000,000	\$42,000
Plan 7	48,000,001	or	More	\$49,000

Subscription Fee is subject to 5% annual increase. Taxes may apply.



The parties acknowledge and agree that City of Orlando is selecting the Plan 4 annual subscription plan. During the term of the Agreement, City of Orlando shall have the opportunity to upgrade the current plan to a higher one, or downgrade to any lower plan at no cost to the City.

Notwithstanding anything to the contrary set forth above, for the remainder of the existing Term of the Agreement (i.e., through September 30, 2019), Ticketmaster agrees to waive the annual subscription fee, and shall provide Tier 4 service support (as described in Schedule 1, attached hereto) at no charge in connection with the use of TM Messenger. Ticketmaster shall provide all necessary maintenance and service support with respect to the use of TM Messenger based on the selected Annual Subscription Plan, as described in the corresponding support plan set forth in Schedule 1, attached hereto.

Ticketmaster agrees to absorb all fees and other amounts due ExactTarget in connection with the use of TM Messenger, and support costs with respect thereto.

All terms and conditions set forth in the Agreement and not otherwise modified by this letter shall remain the same. By signing this letter in the space provided below, City of Orlando acknowledges its agreement to the matters set forth herein as of the date hereof.

Sincerely,

TICKETMASTER L.L.C.

ACKNOWLEDGED AND AGREED TO BY:

CITY OF ORLANDO

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed in the presence of:

Signed in the presence of:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

AS TO FORM AND LEGALITY  
For the use and reliance of the  
City of Orlando, Florida, only

\_\_\_\_\_, 2014

\_\_\_\_\_  
Chief Assistant City Attorney  
Orlando, Florida



# Schedule 1

TM Messenger Support Plans					
Plan	# of Annual Messengers	Support Plan	Tier 1 Support	Tier 2 Support	Tier 3 Support
			TM Product Support Desk		TM Product Support Desk & TM Business Consultants
Base	0 To 2,000,000	Unlimited Tier 1 Support Implementation Services Group Training - 3 Sessions HTML EMessenger Templates - 3 Templates User and Technical Documentation Whitepapers & Best Practices	Problem/Resolution Scenarios Documentation Requests Best Practices Deliverability Assistance Account Changes & Administration Plan Changes	HTML Programming & Design In-Depth Troubleshooting Problem/Resolution Scenarios Documentation Requests Best Practices Deliverability Assistance Account Changes & Administration Plan Changes	Strategy & Campaign Development Segmentation & Analytics Design & Creative Services Deliverability Assessment Account & Program Review HTML Programming & Design Problem/Resolution Scenarios Documentation Requests Best Practices Deliverability Assistance Account Changes & Administration Plan Changes
Tier I Tier II	2,000,000 To 6,000,000	Unlimited Tier 2 Support* Business Consulting Services @ \$250/hr			
Tier III Tier IV	6,000,000 To 18,000,000	Unlimited Tier 2 Support* Dedicated Training - 4 Sessions Business Consultation -2 Sessions			
Tier V Tier VI Tier VII	18,000,000 To Unlimited	Unlimited Tier 3 Support* Unlimited Dedicated Training Dedicated Business Consultant			

\* All services in Tier 1 offered to Tier 2, and all services in Tier 1 & 2 offered to Tier 3.