

ASCAP EXPERIMENTAL LICENSE AGREEMENT  
FOR NON-INTERACTIVE SERVICES - RELEASE 5.1

1. **Parties:** This is an agreement between the American Society of Composers, Authors and Publishers ("we," "us" or "ASCAP"), located at One Lincoln Plaza, New York, New York 10023 and \_\_\_\_\_ ("you" or "Licensee"), located at \_\_\_\_\_

Streamlicensing, LLC  
Licensee Name

1237 County Road 295  
Street Address or P.O. Box

Higdon  
City

Alabama  
State

35979  
ZIP Code

2. **Experimental Agreement:** This is an experimental agreement which applies for its term only and is entered into without prejudice to any position you or ASCAP may take for any period subsequent to its termination.

3. **Definitions:**

- (a) Your "**Non-Interactive Service**" is a site, service, device, product or application (e.g., widget) that transmits and/or provides access to transmissions of content comprising or containing music to "Users," excluding transmissions of specific musical compositions at the request or direction of "Users" that are sixty (60) seconds or more in duration, via the Internet, wireless data network, telephone system (to the exclusion of music-on-hold services) or a similar transmission facility, and that is generally known as:

Streamlicensing.com

(Streamlicensing.com)

with the principal Universal Resource Locator (URL) (if applicable) of:

http://streamlicensing.com

or which is otherwise accessible in the following matter:

- (b) "**Transmissions**" are all transmissions of content made by the Non-Interactive Service, or to which access is provided by the Non-Interactive Service.
- (c) "**Users**" are all those to whom Transmissions are made, or to whom access to Transmissions is provided by the Non-Interactive Service.
- (d) The "**ASCAP Repertory**" consists of all copyrighted musical compositions written or published by ASCAP's members or by the members of affiliated foreign performing rights societies, including compositions written or published during the term of this agreement, and for which ASCAP has the right to license non-dramatic public performances.

4. **Grant of License:** ASCAP grants you a license to publicly perform, by means of Transmissions, non-dramatic renditions of the separate musical compositions in the ASCAP Repertory.

5. **Term of License:** The license granted by this agreement commences on 6/17/2011 (the "Effective Date"), and ends on December 31 of the same calendar year, and continues after that for additional terms of one year each unless you or ASCAP gives the other party notice at least thirty (30) days prior to the end of a calendar year.

6. **Limitations on License:**

- (a) This license extends only to you and your Non-Interactive Service and is limited to performances presented by means of Transmissions, and by no other means. This license does not extend, and does not constitute or grant any express or implied assignment, license or sublicense to any other person, business entity, site, service, device, product or application.



- (b) This license may not be assigned or sublicensed without ASCAP's written consent.
- (c) This license is limited to Transmissions originating from, and Transmissions that are accessed by Users from within, the United States, its territories and possessions, and the Commonwealth of Puerto Rico.
- (d) Nothing in this agreement grants you, or authorizes you to grant to any User, or to anyone else, any right to reproduce, copy or distribute by any means, method or process whatsoever, any of the musical compositions licensed by this agreement, including, but not limited to, transferring or downloading any such musical composition to a computer hard drive, or otherwise copying the composition onto any other storage medium.
- (e) Nothing in this agreement grants you, or authorizes you to grant any User, or to anyone else, any right to reproduce, copy, distribute or perform publicly by any means, method or process whatsoever, any sound recording embodying any of the musical compositions licensed under this agreement.
- (f) Nothing in this agreement grants, or authorizes you to grant to any User, or to anyone else, any right to perform publicly by any means, method or process whatsoever, any of the musical compositions licensed under this agreement, including, but not limited to, any transmission, retransmission, further transmission, or accessing of any of those compositions.
- (g) Nothing in this agreement grants, or authorizes you to grant to anyone, a "Through-to-the-Audience License," as that term is used in the Second Amended Final Judgment entered in United States v. ASCAP, Civ. Action No. 41-1395 (S.D.N.Y. June 11, 2001).
- (h) This license is limited to non-dramatic performances, and does not authorize any dramatic performances; nor does it extend to or include the public performance of any opera, operetta, musical comedy, play, or like production, as such, in whole or in part.

7. **License Fees:** For each year during any term of this agreement you agree to pay ASCAP the license fee calculated in accordance with the Rate Schedule applicable for that year.

8. **License Fee Report Form:** There are three alternative Rate Schedules, (Schedules "A," "B" and "C") attached to and made a part of this agreement. For each calendar year, you may choose any one of the three schedules ASCAP offers and for which you can provide the required information, using either your own technology, or technology supplied by an industry acknowledged technology company.

9. **Reports and Payments:** You agree to furnish license fee reports and payments to ASCAP as follows:

- (a) **Initial License Fee Report.** Upon entering into this agreement, you will submit an Initial License Fee Report based on actual information, and good faith estimates of any unknown information, for the period from the Effective Date of this agreement until December 31 of the same year.
- (b) **Annual License Fee Reports.** You will submit an Annual License Fee Report Form ("A," "B" or "C") for each year.
- (c) **License Fee Payments.** You will submit license fee payments quarterly on or before January 1, April 1, July 1 and October 1 of each year. Each such payment shall be equal to one-fourth (1/4) of the estimated license fee for the preceding calendar year; provided, however, that in any year for which your estimated license fee is less than one thousand dollars (\$1,000.00), you will submit payments of two hundred fifty dollars (\$250.00) each, or the balance of the license fee due for that year, whichever is less. (For example, if your estimated license fee is \$650.00, you will make quarterly payments of \$250.00, \$250.00, \$150.00 and \$0.00).
- (d) **Late Report Payments.** If ASCAP does not receive your Annual License Fee Report Form when due, you will submit quarterly license fee payments that are twenty-four percent (24%) higher than the quarterly payments due for the preceding year, and payments will continue at that increased rate until ASCAP receives the late report.
- (e) **Annual Adjustment.** With each Annual License Fee Report Form you will submit payment of any license fees due over and above all amounts that you paid for the year to which the report pertains. If the fee due is less than the amount you paid, ASCAP will apply the excess to the next quarterly payment due under this agreement. If the excess is greater than one (1) quarterly payment, ASCAP



will refund the excess over and above the amount of one (1) quarterly payment to you at your written request.

- (f) **Late Payment Charge.** You will pay a finance charge of one and one half percent (1-1/2%) per month, or the maximum rate permitted by state law, whichever is less, from the date due, on any required payment that is not made within thirty (30) days of its due date.
- (g) **Music Use Reports.** You agree to provide ASCAP, at ASCAP's request, with reports regarding the musical compositions contained in your Transmissions for a particular calendar quarter. Your reports will be submitted in either the "Digital Message Suite" format specified by the Digital Data Exchange, LLC (DDEX), located at <http://www.ddex.net>, or the format contained in one or both of the "Music Use Report Format" forms attached to this agreement. If you are not able to provide music use information in either the DDEX format or those contained in the attached forms, you agree that you are obligated to, and that you shall, immediately contact ASCAP at [ASCAPNewMedia@ascap.com](mailto:ASCAPNewMedia@ascap.com) to arrange for delivery of the requested information in a mutually acceptable format.

**10. Report Verification:**

- (a) ASCAP has the right to examine your books and records, and you agree to obtain for ASCAP the right to examine the books and records of any partner in, or co-publisher of, your Non-Interactive Service, in order to verify any required report. ASCAP may exercise this right by giving you thirty (30) days written notice of ASCAP's intention to conduct an examination. You agree to furnish all pertinent books and records, including electronic records, to ASCAP's authorized representatives, during customary business hours. ASCAP will consider all data and information derived from ASCAP's examination as completely confidential. ASCAP will not disclose such confidential data and information without your prior written consent, except as may be required by law or legal process, and then only upon prior written notice to you.
- (b) If ASCAP's examination shows that you underpaid license fees, you agree to pay a finance charge of one and one half percent (1-1/2%) per month, or the maximum rate permitted by state law, whichever is less, on the license fees due from the date ASCAP bills you for that amount or, if the underpayment is five percent (5%) or more, from the date or dates that the license fees should have been paid.
- (c) You may dispute all or part of ASCAP's claim for additional fees. You may do so by advising ASCAP in writing within thirty (30) days from the date ASCAP bills the additional fees to you of the basis for your dispute, and by paying the undisputed portion of ASCAP's claim with the applicable finance charges. If there is a good faith dispute between you and ASCAP concerning all or part of ASCAP's claim, ASCAP will defer finance charges on the disputed amount until sixty (60) days after ASCAP has responded to you, and will pro rate finance charges based on the resolution of the dispute.

**11. Breach or Default:** If you fail to perform any of the terms or conditions required of you by this agreement, ASCAP may terminate your license by giving you thirty (30) days written notice to cure your breach or default. If you do not do so within that thirty (30) day period, your license will automatically terminate at the end of that period without any further notice from ASCAP.

**12. Interference with ASCAP's Operations:** ASCAP has the right to terminate this license, effective immediately upon written notice, if there is any major interference with, or substantial increase in the cost of, ASCAP's operation as a result of any law in the state, territory, dependency, possession or political subdivision in which you or your Non-Interactive Service is located which is applicable to the licensing of performing rights. In the event of such a termination, ASCAP will immediately upon termination refund to you any license fees paid in advance, pro-rata to the remainder of the license term.

**13. Indemnification:** ASCAP will indemnify you from any claim made against you with respect to the non-dramatic performance licensed under this agreement of any composition(s) in the ASCAP Repertory, and ASCAP will have full charge of the defense against the claim. You agree to notify ASCAP immediately of any such claim, furnish ASCAP with all the papers pertaining to it, and cooperate fully with ASCAP in its defense. If you wish, you may engage your own counsel, at your expense, who may participate in the defense. ASCAP's liability (including defense costs and attorneys) under this paragraph is strictly limited to the amount of license fees that you actually paid ASCAP under this agreement for the calendar year(s) in which the performance(s) which are the subject of the claim occurred. The indemnification provided herein shall survive the term of this agreement and apply to any performances covered by this agreement, subject to any applicable statute of limitations.



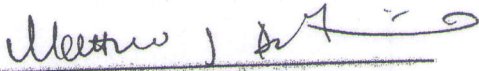
14. **Notices:** ASCAP or you may give any notice required by this agreement by sending the notice to the other party's last known address by United States Mail or by generally recognized same-day or overnight delivery service. Each party agrees to inform the other in writing of any change of address.

15. **Governing Law:** This agreement will be governed by and construed in accordance with the laws of the state of New York.

16. **Entire Agreement:** This agreement constitutes the entire agreement between you and ASCAP, and may only be modified, or any rights under this agreement may be waived, by a written document executed by both you and ASCAP.

IN WITNESS WHEREOF, this Agreement has been duly executed by ASCAP and Licensee this 17th day of June, 2011.

**AMERICAN SOCIETY OF COMPOSERS, AUTHORS  
AND PUBLISHERS**

  
Signature

**Matthew J. DeFilippis**

Print Your Name

**Vice President**

**New Media & Technology**

Title

Stream Licensing, LLC

Licensee Name

  
Signature

Marvin Glass

Print Your Name

Manager

Title

(Fill in capacity in which signed: (a) if corporation, state corporate office held; (b) if partnership, write word "partner" under printed name of signing partner; (c) if individual owner, write "individual owner" under printed name.)