Music License for
Private Satellite Broadcast /Video Conference Event

1. DEFINITIONS

(a) **LICENSEE** shall mean the entity identified on Page 4 herein.

(b) **Private Satellite Broadcast** shall be limited to a non-dramatic performance within the schedule of programs presented by LICENSEE and directly broadcast via satellite though LICENSEE's Distribution System to a Recipient Venue.

(c) **Video Conference Event** shall be limited to a non-dramatic performance within the schedule of programs presented by LICENSEE via a video conference system through LICENSEE's Distribution System to a Recipient Venue.

(d) **Programming Service** shall mean the schedule of programs, or any part thereof, which is distributed by LICENSEE or its Distribution System to Recipient Venues for transmission or reception by or to one or more Distribution System. This license expressly excludes video-on-demand and pay-per-view programs offered as part of the Programming Service.

(e) **Distribution System(s)** shall be limited to satellite direct to venue or direct broadcast satellite which is used to transmit or receive the Programming Service, except that Distribution System shall not include free over-the-air broadcast, pay-per-view television, any transmission or reception by video-on-demand, or any transmission via the Internet or online service.

(f) **Recipient Venue** shall mean any facility which receives LICENSEE's Programming Service, including but not limited to restaurants, meeting rooms, conference rooms, arenas, auditoriums, or training facilities.

(g) **Seating Capacity** shall mean the total number of seats permanently affixed in the Recipient Venue where the Private Satellite Broadcast/Video Conference Event is presented plus any temporary seats added within the Recipient Venue for a particular event. If the total number of tickets available for the musical event shall be less than that of the permanent Seating Capacity of the Recipient Venue, "Seating Capacity" shall mean the total number of seats available for the particular musical event. If a Recipient Venue does not have permanent seating, "Seating Capacity" shall mean the total number of persons attending a particular musical event.

(h) **Entertainment Costs** shall mean the total monies expended for a Private Satellite Broadcast/Video Conference Event by LICENSEE or LICENSEE's authorized representatives for main and supporting artists and/or acts, and all monies paid (including the cost of room, board and transportation) to performers, supporting musicians, booking agents, and agents of the performers. The term "Entertainment Costs" shall not include "Direct Expenses".

(i) **Gross Ticket Revenue** shall mean the total monies received, directly or indirectly, by LICENSEE or their authorized representatives from all ticket sales per Private Satellite Broadcast/Video Conference Event. The term "Gross Ticket Revenues" shall not include: 1) federal, state and/or local taxes; 2) building/facility charge per ticket sold; 3) ticketing agent/service charge placed on each ticket sold; 4) facility parking fees; or 5) the cost of food or beverages purchased in conjunction with the event. Should the artist/performing act(s) choose to donate a portion of their fees for a specific Private Satellite Broadcast/Video Conference Event from each ticket sale to a particular charity, then the appropriate deduction may be taken from the "Gross Ticket Revenues"; provided, however, that BMI be given copies of said artist/performing act(s) agreement(s) stipulating the exact amount of the charitable donation per ticket sold.

(j) **Direct Expenses** shall include, but is not limited to, normal stage props and equipment unless the entity or person rendering or presenting entertainment services specifically requires specialized stage props and equipment.

(k) **Benefit Event(s)** shall mean a public entertainment, performance or social event held to raise funds for a specific person or cause in which all proceeds, less Direct Expenses, are donated to charity.

(l) **Territory** shall mean the United States, its commonwealths, territories, trust territories, and possessions.

(m) **Through-to-the-Viewer License** shall mean, in reference to the scope of the rights granted herein, a license which authorizes the Programming Service's satellite, microwave or other transmissions to the Recipient Venues, and the retransmission of the Programming Service's programming by the Recipient Venues to viewers within the Recipient Venues only.

2. BMI GRANT

(a) BMI hereby grants to LICENSEE, for the Term of this Agreement, a non-exclusive license to perform, present or cause the performance of, only as part of a Private Satellite Broadcast/Video Conference Event, all the musical works as to which BMI shall have the right to grant public performance licenses during the Term. The license hereunder shall be a Through-to-the-Viewer License. This license does not include: (i) dramatic rights, the right to perform dramatico-musical works in whole or in substantial part, the right to present individual works in a dramatic setting or the right to use the music licensed hereunder in any context which may constitute an exercise of the "grand rights" therein; or (ii) performances of music by means of a coin-operated phonorecord player (jukebox).

(b) Nothing herein shall be construed as a grant by BMI of any license in connection with any transmission which is not part of the Programming Service distributed by LICENSEE and made by a Distribution System which is, at the time of such transmission, a part of LICENSEE's Distribution System. Except as otherwise expressly provided herein, nothing herein shall be construed as authorizing LICENSEE to grant to others any right to reproduce or publicly perform by any means, method or process whatsoever, any of the musical works licensed hereunder, or as authorizing any receiver, other than a Distribution System which is part of LICENSEE's Distribution System, to publicly perform or reproduce such musical works by any means, method or process whatsoever.

(c) BMI reserves the right to withdraw from the license granted hereunder any musical work as to which any legal action has been instituted or a claim made that BMI does not have the right to license the performing rights in such work or that such work infringes another composition.

3. INDEMNITY BY BMI

BMI agrees to indemnify, save harmless and defend LICENSEE, its officers and employees, from and against any and all claims, demands or suits that may be made or brought against them or any of them with respect to the performance of any musical works licensed under this Agreement. Such indemnity shall be limited to musical works which are licensed by BMI at the time of LICENSEE's performances. BMI will, upon reasonable written request, advise LICENSEE whether particular musical works are available for performance as part of BMI's repertoire. LICENSEE shall provide the title and the writer/composer of each musical composition requested to be identified. LICENSEE agrees to give BMI immediate notice of any such claim, demand or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand or suit.

4. BREACH OR DEFAULT/WAIVER

Upon any breach or default of the terms and conditions of this Agreement, BMI shall have the right to cancel this Agreement, but any such cancellation shall only become effective if such breach or default continues for thirty (30) days after the date of BMI's written notice to LICENSEE thereof. The right to cancel shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement in accordance with the terms of this Paragraph.

5. CANCELLATION OF ENTIRE CATEGORY
If LICENSEE permanently ceases to present Private Satellite Broadcast/Video Conference Event(s), this Agreement and LICENSEE's obligation to BMI shall thereupon terminate, provided however, that LICENSEE shall, within ten (10) days thereafter, give written notice of such termination to BMI, setting forth the effective date thereof, and LICENSEE shall submit all reports and pay all license fees due hereunder until said effective date.

6. OFFER OF COMPARABLE AGREEMENT
In the event that BMI, at any time during the Term of this Agreement, shall, for the same class and category as that of LICENSEE, issue licenses granting rights similar to those in this Agreement on a more favorable basis, BMI shall, for the balance of the Term, offer LICENSEE a comparable agreement.

7. REVIEW OF STATEMENTS AND/OR ACCOUNTINGS
BMI shall have the right, by its authorized representatives, upon reasonable notice to LICENSEE, at any time during customary business hours, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify any and all statements and reports rendered and accountings made hereunder or under any prior agreement with BMI. BMI shall consider all data and information coming to its attention as the result of any such examination of books and records as confidential.

8. ARBITRATION
All disputes of any kind, nature or description arising in connection with the terms and conditions of this Agreement shall be submitted to the American Arbitration Association in the City, County and State of New York for arbitration under its then prevailing arbitration rules. The arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but need not be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

9. LATE PAYMENT CHARGE
BMI may impose a late payment charge of one and one-half percent ($1^1/_2$%) per month from the date any payment is due hereunder on any payment that is received by BMI more than one (1) month after the due date.

10. FEES
(a) LICENSEE agrees to pay BMI a fee for each performance of a Private Satellite Broadcast/Video Conference Event for which there is paid admission computed on the basis set forth in **Schedule A** of this Agreement; and LICENSEE agrees to pay BMI a fee for each performance of a Private Satellite Broadcast/Video Conference Event which is free to attendees computed on the basis set forth in **Schedule B**; and LICENSEE agrees to pay BMI a fee for each performance of a Private Satellite Broadcast/Video Conference Event which is a Benefit Event computed on the basis set forth in **Schedule C** of this Agreement.

SCHEDULE A

LICENSE FEE SCHEDULE FOR EACH PRIVATE SATELLITE BROADCAST/ VIDEO CONFERENCE EVENT *WITH PAID ADMISSION*	
Attendance	**License Fee**
0 – 9,999	0.4% of gross ticket revenue (or $250.48*, whichever is higher)
10,000 or More	0.3% of gross ticket revenue (or $250.48*, whichever is higher)

SCHEDULE B

LICENSE FEE SCHEDULE FOR EACH PRIVATE SATELLITE BROADCAST/ VIDEO CONFERENCE EVENT WHICH IS *FREE TO ATTENDEES*
The License Fee Rate for Private Satellite Broadcast/Video Conference Events which are free to attendees (no ticket cost) shall be one and one half percent (1½%) of LICENSEE's Total Entertainment Costs for each Private Satellite Broadcast/Video Conference Event or $250.48* for each Private Satellite Broadcast/Video Conference Event, whichever is higher.

SCHEDULE C

LICENSE FEE SCHEDULE FOR BENEFIT EVENT							
Seating Capacity			**Fee Per Benefit Event**	**Seating Capacity**			**Fee Per Benefit Event**
0	to	250	$20.87	7,501	to	10,000	$173.94
251	to	750	$25.07	10,001	to	15,000	$264.39
751	to	1,500	$38.96	15,001	to	20,000	$361.79
1,501	to	2,500	$62.62	20,001	to	25,000	$438.33
2,501	to	5,000	$93.23	25,001	to	40,000	$480.09
5,001	to	7,500	$125.24	40,001	or	over	$667.93

$250.48 minimum fee for Contract Year 2019 shall be adjusted for each subsequent Contract Year pursuant to the CPI as outlined in Paragraph 10(c).

(b) The minimum fee(s) billed and payable for:
(i) Schedule A Private Satellite Broadcast/Video Conference Event for which there is *Paid Admission*: minimum fee(s) shall be $250.48 per Private Satellite Broadcast/Video Conference Event for Contract Year 2019 and shall be CPI adjusted annually pursuant to Paragraph 10(c) for each subsequent Contract Year.

(ii) Schedule B Private Satellite Broadcast/Video Conference Event which is *Free To Attendees*: minimum fee(s) shall be $250.48 per Private Satellite Broadcast/Video Conference Event for Contract Year 2019 and shall be CPI adjusted annually pursuant to Paragraph 10(c) for each subsequent Contract Year.

(iii) Schedule C Benefit Event: minimum fee(s) shall be $250.48 for Contract Year 2019 and shall be CPI adjusted annually pursuant to Paragraph 10(c) for each subsequent Contract Year, or total Schedule C fees, whichever is higher.

(c) For each subsequent Contract Year, the annual license fee rates outlined in Schedule C and the minimum annual license fee(s) outlined in Paragraph 10(b) shall be an adjustment of the previous Contract Year rates based upon the percentage increase in the Consumer Price Index – All Urban Consumers (CPI-U) between the preceding July and the next preceding July.

(d) When a musical event is believed to be comprised entirely of musical compositions for which BMI does not have the right to grant public performance licenses, LICENSEE may, at its option, submit a schedule, including writer and publisher information, for all those musical compositions performed at said musical event, *including opening acts and recorded music, if any*. If it is determined by BMI that all of the musical compositions performed at said musical event are ones to which BMI does not have the right to grant public performance licenses, no fee shall be due and payable to BMI. In the event no such schedule is submitted to BMI, LICENSEE must pay the applicable fee for said musical event pursuant to Schedule A, Schedule B, or Schedule C of this Agreement.

11. REPORTING OF PRIVATE SATELLITE BROADCAST/VIDEO CONFERENCE EVENTS

(a) At the time that LICENSEE makes payment to BMI pursuant to this Agreement, LICENSEE shall furnish BMI with a report on forms available from BMI, signed by an officer, auditor, or an authorized signatory of LICENSEE, detailing performances of Private Satellite Broadcast/Video Conference Events occurring during the applicable reporting period. Such report shall include the name and date(s) of the event, Facility name (including address, city and state) where the event took place, and;

(i) In the case of a Private Satellite Broadcast/Video Conference Event with paid admission (Schedule A), such statement shall include the attendance and Gross Ticket Revenue for each event.

(ii) In the case of a Private Satellite Broadcast/Video Conference Event which is free to attendees (no ticket cost) (Schedule B), such statement shall include the total Entertainment Costs for each such event.

(iii) In the case of a Benefit Event (Schedule C), such statement shall include the Seating Capacity of the venue and the designated benefactor of such Benefit Event.

(b) A statement shall be furnished to BMI by LICENSEE for each reporting period during the Term of the Agreement, regardless of whether or not any Private Satellite Broadcast/Video Conference Events occurred during that period. LICENSEE's report shall also include performances of musical events where another person, entity or venue is responsible for paying the license fee on behalf of LICENSEE.

(c) During each Contract Year of this Agreement, LICENSEE estimates that it will present:

_____ **Number of Private Satellite Broadcast/Video Conference Events Per Year**

(d) LICENSEE shall report and pay license fees to BMI on a quarterly basis. The first report shall be estimated for the period beginning on the first day of this Agreement and ending March 31st, June 30th, September 30th, or December 31st, whichever comes first in same year. The license fee payable pursuant to the first estimated report shall be payable upon execution of this Agreement by LICENSEE. Within twenty (20) days after the end of the first estimated report period, LICENSEE shall submit its report setting forth the Private Satellite Broadcast/Video Conference Event(s) which actually were presented during that period. Any difference between the actual and estimated fee shall be payable at that time. If LICENSEE overestimated its first period's fee, LICENSEE's account shall be credited with the difference. For all subsequent quarterly periods, reports and payments shall be due on the twentieth (20th) day of January, April, July and October of each year of this Agreement for all Private Satellite Broadcast/Video Conference Event(s) presented during the prior calendar quarter. Should LICENSEE fail to report and submit payments to BMI within thirty (30) days after the specified date, then BMI will apply estimated billings to the account based on the prior quarter's figures for such LICENSEE.

12. EXAMINATION OF BOOKS AND RECORDS

(a) BMI shall have the right to verify such data or information that is required to be furnished by LICENSEE pursuant to Paragraph 11, by BMI's authorized representatives, at any time during customary business hours, and upon thirty (30) days advance written notice, examining those portions of LICENSEE's books and records of account to such extent as may be necessary to verify any and all statements and/or accountings made hereunder. BMI shall consider all data and information coming to its attention as the result of any such examination of LICENSEE's books and records confidential.

(b) In the event BMI discovers an inaccuracy in any information reported by LICENSEE pursuant to Paragraph 11, either through an examination of LICENSEE, or otherwise, and as a result it is revealed that LICENSEE underpaid license fees to BMI, and the correct license fee is not paid to BMI within thirty (30) days of BMI's notice to LICENSEE of the inaccuracy or underpayment, then LICENSEE shall pay a late payment charge on the additional license fees due as a result of the examination(s) of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less, from the date(s) the license fees should have been paid pursuant to this Agreement. If such payment is still not received within ninety (90) days of BMI's notice to LICENSEE of the inaccuracy or underpayment, then the license granted by this Agreement shall be terminated by BMI immediately.

13. STATE OR LOCAL TAX

In the event that the payment of any license fee to BMI by LICENSEE pursuant to this Agreement causes BMI to become liable to pay any state or local tax which is based upon the license fees received by BMI from LICENSEE, LICENSEE agrees to pay to BMI the full amount of such tax together with license fee payment(s) as invoiced by BMI; provided, however, that BMI shall make reasonable efforts to be exempted or excused from paying such tax, and BMI is permitted by law to pass through such tax to LICENSEE.

14. OKLAHOMA RATE CHANGE NOTICE

BMI shall notify LICENSEE of any rate change thirty (30) days prior to the expiration date of this Agreement.

15. COLORADO 3 BUSINESS DAY REVIEW

LICENSEE shall have the right to rescind the Agreement for a period of three (3) business days after the execution of the Agreement.

16. NOTICES

All notices, if any, under this Agreement will be in writing and deemed given upon "mailing", when sent by ordinary first-class U.S. mail to the party intended, at its mailing address herein stated, or any other address which either party may designate. Any such notices sent to BMI shall be to the attention of the Vice President, Licensing Department at 10 Music Square East, Nashville, TN 37203. Any notice sent to LICENSEE shall be to the attention of the person signing this Agreement on behalf of LICENSEE or such other person as LICENSEE may advise BMI in writing.

17. MISCELLANEOUS

This Agreement constitutes the entire understanding between the parties, will not be binding until signed by both parties, and cannot be waived or added to or modified orally, and no waiver, addition or modification shall be valid unless in writing and signed by the parties. The rights of LICENSEE are not

assignable. This Agreement, its validity, construction and effect, shall be governed by the laws of the State of New York. The fact that any provisions contained herein are found by a court of competent jurisdiction to be void or unenforceable shall not affect the validity or enforceability of any other provisions. All headings in this Agreement are for the purpose of convenience and shall not be considered to be part of this Agreement.

18. TERM OF AGREEMENT

The initial Term of this Agreement shall begin on the first day of _____ and end on the last day of _____ and shall continue thereafter for additional Terms of one (1) year each unless cancelled by either party as of the end of the initial Term or any subsequent one (1) year Term (herein sometimes referred to as a "Contract Year") upon thirty (30) days advance notice to the other party.

AGREEMENT

THIS AGREEMENT made and entered into on *(Date will be entered by BMI upon execution)*_____ between BROADCAST MUSIC, INC., a corporation with principal offices at 7 World Trade Center, 250 Greenwich Street, New York, N.Y. 10007-0030, herein referred to as BMI, ***and the entity described below and herein referred to as LICENSEE***.

LEGAL NAME	**LICENSED PREMISES**
(Name of Corporation, Partnership, or Individual Owner)	*(Street Address)*
TRADE NAME	*(City)* *(State)* *(Zip)*
(Doing business under the name of)	*(Telephone Number)* *(Fax Number)*
PLEASE CHECK APPROPRIATE BOX	*(Contact Name)* *(Title)*
☐ Individual Ownership	*(Email Address)* *(Web Address)*
☐ LLC ☐ Corporation _____ *(State of Incorporation, if different from Licensed Premises)*	**MAILING ADDRESS** **(if different from Licensed Premises)**
☐ LLP ☐ Partnership _____ *(Enter names of partners)*	
☐ Other _____	*(Street Address)*
Federal Tax ID No. _____	*(City)* *(State)* *(Zip)*
GOVERNMENT ENTITIES **(if applicable, please check one)**	*(Telephone Number)* *(Fax Number)*
☐ Federal ☐ State _____ *(State)*	*(Contact Name)* *(Title)*
☐ Local _____ *(Municipality/City and State)*	*(Email Address – if different from above)*

TO BE COMPLETED BY LICENSEE	**FOR ADMINISTRATIVE USE ONLY** **TO BE COMPLETED BY BMI** BROADCAST MUSIC INC.
By signing this Agreement you represent that you have the authority to bind LICENSEE and that you have read, understood and agree to all of the terms and conditions herein. ***(SIGN HERE – PLEASE INCLUDE PAYMENT)***	
Signature	
Print Name / Title	
Signatory Email Address* *(if different from above)*	
***In order to receive a copy of your executed Agreement, please provide the email address of the Signatory.**	

FOR BMI USE ONLY		**PSVC1**	**LI-2019/SEPT**
			EFFECTIVE: January 2019
ACCOUNT NO.	**COID**		

PLEASE RETURN THIS ENTIRE SIGNED LICENSE AGREEMENT TO:
BMI, 10 MUSIC SQUARE E., NASHVILLE, TN 37203