

SESAC INTERNET LICENSE AGREEMENT

1. PARTIES

This License Agreement, including any attached Schedules (the "Agreement") is made in New York by and between SESAC, Inc. ("SESAC"), a New York Corporation, with offices at 55 Music Square East, Nashville, TN 37203, and

Company Name: _____ ("LICENSEE")

Street Address:

City: _____ State: _____ Zip: _____ Taxpayer ID#: _____

Telephone: _____ Fax: _____ Email: _____

A Corporation Partnership Sole Proprietorship (Check one) State of Incorporation (If applicable): _____

Billing Address (If different from above): _____ City: _____ State: _____ Zip: _____

With respect to the Web Site known as: _____, with the principal

Universal Resource Locator ("URL") of: _____ ("Licensed Web Site"),

SESAC and LICENSEE hereby agree as follows:

2. EFFECTIVE DATE AND TERM

This Agreement shall be effective as of _____ ("Effective Date").

A. The term of this Agreement shall commence upon the Effective Date and continue for a period of one (1) year (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of one (1) year each (the "Renewal Period(s)"). SESAC and/or LICENSEE shall have the right to terminate this Agreement as of the last day of the Initial Period or as of the last day of any Renewal Period, by providing written notice to the other party at least thirty (30) days prior to the commencement of any Renewal Period. The Initial Period and the Renewal Period(s) are sometimes referred to collectively herein as the "Term."

B. Notwithstanding anything to the contrary contained herein, SESAC shall have the right to terminate this Agreement at any time upon written notice to LICENSEE in the event LICENSEE is adjudicated bankrupt, or a petition in bankruptcy is filed with respect to LICENSEE, or LICENSEE is declared or becomes insolvent; or upon thirty (30) days written notice by reason of any law, rule, decree, or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which shall result in substantial interference in SESAC's operation or any substantial increase in the cost of conducting its business.

3. SELECTED DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

A. "Advertising/Promotional Revenue" means revenue greater than three thousand dollars (\$3000.00) per reporting period from advertising, sponsorship and/or promotional content available on the Licensed Web Site, including but not limited to the fair market value of any goods or services provided as barter instead of payment and all payments received by LICENSEE from the sale or other disposition of any goods or services provided as barter.

B. "Aggregate Tuning Hours" ("ATH") means the total number of real time hours of Streaming content that is transmitted to and accessed by end users during a specified period. By way of example, if LICENSEE Streamed one (1) hour of programming to ten (10) simultaneous end users, LICENSEE's ATH would equal ten (10) hours. Alternatively, if LICENSEE Streamed ten (10) hours of programming to one (1) end user, LICENSEE's ATH would likewise equal ten (10) hours.

C. "Audiovisual Content" means any content consisting of the synchronization of sounds with images, including but not limited to music videos, movie trailers, short films, and news clips, but specifically excluding any content limited pursuant to 5.F.

D. The "Compositions" means all of the musical works, the performance rights to which SESAC controls and/or is empowered to license.

E. "Download," "Downloading" or "Downloaded" means the digital transmission of a Sound Recording of a musical composition that is not audible during delivery, solely by means of the Internet (accessed via wired or wireless connection), that produces a fixed file embodying such composition, which is accessible to the end user for subsequent listening. Downloads shall include those that are offered for sale or in exchange for other consideration, including barter, whether such consideration is to be provided by prospective end users or by third parties, as well as any so-called "free" or "promotional" Downloads available at no charge.

F. "Initial Billing Period" means the period from the Effective Date through the end of the current Semi-Annual Billing Period. For agreements with Effective Dates from January 1 through June 1, the Initial Billing Period shall be the period from the Effective Date through June 30. For agreements with Effective Dates from July 1 through December 1, the Initial Billing Period shall be the period from the Effective Date through December 31.

G. "Podcasting" refers to a method of digitally distributing pre-recorded audio-only programs as single files (e.g. as MP3 files) solely by means of the Internet, which distribution method enables end users to subscribe to an RSS feed (or other similar push-based technology) and automatically receive future Podcast files that i) do not consist entirely of one (1) Sound Recording of a musical composition, and ii) do not consist entirely of a compilation of Sound Recordings of musical compositions. Podcasting shall also refer to the activity of making such audio programs available from a Web Page or other location from which individual programs may be transmitted and/or listened to in real-time.

H. "Semi-Annual Billing Period" means each period from January 1 through June 30 and each period from July 1 through December 31 during the Term of this Agreement.

I. "Sound Recording" means a work that results from the fixation of a series of musical, spoken, or other sounds, but not including the sounds accompanying a motion picture or other audiovisual work, regardless of the nature of the material objects, such as discs, tapes, or other phonorecords in which they are embodied, as defined in 17 U.S.C. § 101 (2004).

J. "Stream," "Streaming" or "Streamed" means the digital transmission of content embodying musical composition(s) that is audible during delivery, solely by means of the Internet, to a personal computer or another device capable of receiving Internet transmissions, including without limitation "progressive downloads" or "fast start" files.

K. "Subscription/Pay Service" means any Web Site, online product or online service that requires end users to provide consideration in forms including but not limited to subscription fee, membership fee, per view fee, per listen fee, per download fee or similar type of consideration in exchange for a period of access to content offered on, from or through such Web Site, online product or online service.

L. "Web Page" means a set of associated computer files transferred sequentially over the Internet from a Web Site, online product or online service to a browser, client or similar software program that simultaneously renders such Web Page to an individual end user.

M. "Web Site" means a series of interrelated Web Pages that comprise an Internet domain that is registered with a domain name registration service and located at its assigned URL.

4. GRANT OF RIGHTS

Subject to the terms and conditions set forth in this Agreement, SESAC grants to LICENSEE the nonexclusive right and license to publicly perform non-dramatic renditions of the Compositions by Internet transmissions accessible via the Licensed Web Site.

5. LIMITATION OF RIGHTS

A. SESAC's grant of rights is limited to those specifically provided for in Paragraph 4. Nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, retransmit or reproduce any Composition in any manner outside the scope of such grant.

B. Except as specifically provided for in Paragraph 4, nothing contained herein shall be construed as permitting LICENSEE to grant to others the right to publicly perform, transmit, retransmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting any receiver of the performance of any Composition to publicly perform, transmit, retransmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known.

C. This Agreement shall specifically exclude "Grand Rights" in and to the Compositions. For the purposes of this Agreement, "Grand Rights" include, but are not limited to, the right to perform in whole or in part, dramatico-musical works and dramatic works in a dramatic setting.

D. The performances licensed hereunder may be accessed at any location, whether or not such location is licensed to publicly perform the Compositions. However, nothing in this paragraph shall be deemed to grant a license with respect to such locations or as permitting any receiver of the performance of the musical compositions licensed hereunder, including without limitation commercial and non-commercial establishments where all or any portion of the Licensed Web Site is audible, to transmit, retransmit, televise, perform or reproduce said compositions by any means, medium, method, device or process now or hereafter known.

E. This Agreement shall specifically exclude the right to publicly perform the Compositions in the form of ringtones and/or ringback tones, including without limitation monophonic, polyphonic or so-called "master tones" or any excerpts thereof (collectively, "Ringtones Content").

F. This Agreement shall specifically exclude the right to publicly perform the Compositions in connection with any product, service or feature (including without limitation any so-called "Video-On-Demand" or similar service) that enables users to access more than thirty (30) second, promotional-only excerpts of particular movie(s), cable TV program(s), TV program(s), and/or live, concert-type performance(s). It is nonetheless expressly understood that nothing contained in this paragraph shall be construed to limit the ability of LICENSEE to perform full-length music videos (as that term is commonly understood in the music industry) pursuant to this Agreement.

G. Nothing herein shall be construed as the grant by SESAC of any license or permission for transmissions that are not accessible via the Licensed Web Site and nothing herein shall be construed as authorizing LICENSEE to grant to any third party [including without limitation third party Web Sites, online or wireless services, cable television system operators (acting as other than Internet service providers)] any license or right to perform publicly any of the Compositions by any means, method or process.

6. LICENSE FEES

A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC the License Fee described in SESAC's Semi-Annual License Fee Schedule, set forth in Schedule "A" of this Agreement, attached hereto and incorporated herein by this reference.

B. Effective January 1 of each calendar year the License Fee may be increased by an amount equivalent to five percent (5%) or the percentage increase in the Consumer Price Index – All Urban Consumer (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October, whichever amount is greater.

C. Notwithstanding anything to the contrary contained in this Agreement, upon written notice to LICENSEE, SESAC shall have the right to adjust the rates set forth in Schedule "A." In the event that LICENSEE's License Fee increases as a result of such adjustment, LICENSEE shall have the right to terminate this Agreement as of the date such increase is to take effect. LICENSEE must give SESAC written notice of such termination by certified mail, return receipt requested, not later than thirty (30) days after written notice of such increase is sent to LICENSEE by certified mail. This paragraph shall not apply to paragraph 6.B of this Agreement.

D. In the event that SESAC is determined by the taxing authority or courts of any state in which LICENSEE conducts its operations to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of written demand therefor, for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE.

E. SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any License Fee payment that is more than thirty (30) days past due. SESAC shall have the right to impose an additional charge of \$35.00 for each dishonored check or other form of payment. In the event that SESAC incurs any reasonable costs or fees in connection with the collection of any amounts past due to SESAC hereunder, including without limitation reasonable attorney's fees, then LICENSEE shall be responsible for paying such amounts to SESAC.

7. VERIFICATION

A. SESAC shall have the right, on thirty (30) days prior written notice, to examine LICENSEE's books and records to such extent as may be necessary to verify LICENSEE's payments, statements, computations and reports required by this Agreement. SESAC may exercise this right no more than once per calendar year. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE in accordance with Generally Accepted Accounting Principles and shall be retained for at least three (3) years following any expiration or other termination of this Agreement.

B. SESAC's exercise of any rights under this Paragraph 7 shall not prejudice any of SESAC's other rights or remedies. The provisions of this paragraph shall survive any expiration or other termination of this Agreement.

8. TERRITORY

The authorizations provided under this Agreement are limited to public performances made in the United States, its territories and possessions and the Commonwealth of Puerto Rico.

9. GENERAL

A. Both parties acknowledge that this Agreement, its schedules, and any addenda are experimental and non-precedential in nature and shall not be prejudicial to either party's position in any subsequent discussions and/or licensing agreement between SESAC and LICENSEE. As this Agreement is intended for Web Sites whose offerings are appropriately measured by ATH (Aggregate Tuning Hours), LICENSEE should contact SESAC to determine if this Agreement is appropriate.

B. In the event that LICENSEE fails to pay the License Fee when due or is otherwise in breach or default of any provision of this Agreement, then, in addition to pursuing any and other rights and/or remedies, SESAC may provide LICENSEE with written notice to cure such breach or default. In the event that the breach or default is not cured within thirty (30) days after LICENSEE's receipt of SESAC's notice, SESAC may, at its election, terminate this Agreement.

C. SESAC shall have the right, upon written notice, to withdraw from the scope of this Agreement the right to perform any musical composition authorized hereunder as to which an action has been threatened, instituted, or a claim made that SESAC does not have the right to license the performance rights in such composition.

D. In the event that SESAC is made aware that LICENSEE does not have other necessary rights and licenses required in connection with LICENSEE's use(s) of the Composition(s) and the Sound Recording(s) in which they are embodied from the owner(s) and/or authorized representative(s) of the owner(s) of such rights ("Third Party Rights") then (a) SESAC reserves the right to exclude such Composition(s) from this Agreement upon written notice to LICENSEE until such later time, if ever, during the Term that (i) LICENSEE has obtained such Third Party Rights, or (ii) LICENSEE has discontinued any such use(s) thereof that require such Third Party Rights, and (b) this Agreement shall remain in full force and effect with regard to all other Compositions in accordance with the terms and conditions set forth in this Agreement. If there is any dispute as to the matters set forth in (a)(i) and/or (a)(ii) of the preceding sentence, SESAC continues to reserve the right to exclude such Compositions(s) from this Agreement upon written notice to LICENSEE until SESAC receives notice which, in SESAC's sole judgment, is satisfactory evidence of a final resolution of such dispute.

E. This Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's legal representatives, successors, and assigns, but no assignment shall relieve SESAC or LICENSEE of their respective obligations under this Agreement. LICENSEE shall notify SESAC in writing within thirty (30) days of any change of ownership or control of LICENSEE's operations.

F. Any assignment of LICENSEE's rights hereunder to a third party shall be limited to the Licensed Web Site. Notwithstanding any other provision of this Agreement, in the event that LICENSEE merges with, acquires, or is acquired (in whole or in part) by any third party, LICENSEE's obligations to SESAC shall not be discharged or reduced (but shall survive such merger or acquisition). In the event that such other third party is also a SESAC licensee, LICENSEE's involvement in any such merger or acquisition shall have no effect on the third party's own obligations under any existing agreement with SESAC.

G. In the event that LICENSEE assigns its rights hereunder to a third party that, at the time of the assignment or thereafter, is engaged in providing its own products or services, but is not a SESAC licensee, such assignment shall not extend authorization to publicly perform the Compositions to the third party's products, services or other activities.

H. This Agreement shall be governed by and subject to the laws of the State of New York, applicable to agreements made and to be wholly performed in New York.

I. This Agreement supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the subject matter hereof.

J. No modification of this Agreement shall be valid or binding unless in writing and executed by SESAC and LICENSEE.

K. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other body or entity having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect.

L. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or of any other provision of this Agreement.

10. MUSIC REPORTING

A. With respect to LICENSEE's audio-only performances authorized hereunder, on or before January 15, April 15, July 15 and October 15 of each calendar year, LICENSEE shall provide to SESAC copies of LICENSEE's program records, server logs or similar records listing the particular musical compositions performed via the Licensed Service. Each report shall contain the aforementioned information for the immediately previous calendar quarter period.

B. With respect to LICENSEE's audiovisual performances authorized hereunder, on or before January 15, April 15, July 15 and October 15 of each calendar year, LICENSEE shall use best efforts to provide to SESAC usage reports containing the information listed below for each audiovisual program performed via the Licensed Service. Each report shall contain the information for the immediately previous calendar quarter period.

- (1) The unique number assigned to each program by LICENSEE which identifies the source of each program
- (2) The name of the source of each program
- (3) The unique number assigned to each program by LICENSEE which identifies the particular program
- (4) The title of the particular program (i.e. the title of the series, movie, sporting event, etc.)
- (5) The number assigned to each episode of the program by the program producer
- (6) The name assigned to each episode of the program by the program producer
- (7) The date each such performance occurs
- (8) The number of performances that occurred during the reporting period summarized by source/program/episode/date

C. LICENSEE shall submit any reports required under this Paragraph 10 electronically in a file format compatible with SESAC's computer system (e.g. an Excel spreadsheet) or, in the alternative, via such other commercially accepted reporting method upon which the parties agree prior to LICENSEE's submission of a report. In the event that any requested information is contained in LICENSEE's reports to SoundExchange or other music licensing organization or entity, LICENSEE may provide SESAC with copies of such reports. SESAC may require LICENSEE to submit reports under this Paragraph 10 to a third party designee in a standard format (e.g. the RIAA format) compatible with such third party designee's computer system. LICENSEE hereby authorizes such third party designee, including without limitation SoundExchange, to release such information to SESAC after processing. Upon any termination of this Agreement, LICENSEE shall remain obligated to submit such materials to SESAC for the period from the Effective Date through the last day of the calendar month when such termination becomes effective and this obligation shall survive any termination of this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly signed and executed as of the later of the signature dates set forth below.

LICENSEE

SESAC

BY: _____
(please sign here)

BY: _____
(please sign here)

(type or print name)

(type or print name)

TITLE:

TITLE: _____

DATE:

DATE: _____

SCHEDULE "A"
SESAC Semi-Annual License Fee Schedule
(Please do not detach – must accompany license)

1. FEE SCHEDULE

Components	
Streaming (as defined in paragraph 3.J) (see paragraph 5.F)	1 Component
Audiovisual Content (as defined in paragraph 3.C)	1 Component
Subscription/Pay Service (as defined in paragraph 3.K)	1 Component
Downloads (as defined in paragraph 3.E)	1 Component
Podcasting (as defined in paragraph 3.G)	1 Component
Advertising/Promotional Revenue (as defined in paragraph 3.A)	1 Component

SESAC Semi-Annual License Fees for 2006		
Total Number of Components Offered on Licensed Web Site	Multiplier	Minimum Semi-Annual Fee
1	.000575	\$100
2	.000875	\$125
3	.00135	\$155
4	.00175	\$190
5 or 6	.00199	\$230

2. CALCULATION AND PAYMENT OF LICENSE FEES

A. For the Initial Billing Period (the Effective Date through the end of the current Semi-Annual Billing Period), LICENSEE shall pay SESAC the corresponding Minimum Semi-Annual Fee based on the total number of components offered on Licensed Web Site which shall be pro-rated from the Effective Date. By way of example, if the Effective Date is April 1, 2006 and there is 1 Component, the Initial Billing Period would be April 1, 2006 through June 30, 2006 and the applicable license fee would be \$50.00 (\$100 divided by 6 times 3). Payment of this fee is due upon execution of the Agreement.

B. For each Semi-Annual Billing Period subsequent to the Initial Billing Period during the Term of this Agreement, Licensee shall:

i. i. On or before December 1 of each calendar year submit to SESAC a completed License Fee Report including Licensee's ATH for the immediately preceding May 1 through October 31. The reported ATH will be multiplied by the appropriate Multiplier as determined by the Total Number of Components Offered on Licensed Web Site to calculate the Semi-Annual Fee for the January 1 through June 30 billing period. The Semi-Annual Fee due on or before January 1 will be the greater of the Minimum Semi-Annual Fee and the reported ATH times the appropriate Multiplier;

and

ii. On or before June 1 of each calendar year submit to SESAC a completed License Fee Report including Licensee's ATH for the immediately preceding November 1 through April 30. The reported ATH will be multiplied by the appropriate Multiplier as determined by the Total Number of Components Offered on Licensed Web Site to calculate the Semi-Annual Fee for the July 1 through December 31 billing period. The Semi-Annual Fee due on or before July 1 will be the greater of the Minimum Semi-Annual Fee and the reported ATH times the appropriate Multiplier.

C. In the event that LICENSEE fails to submit a timely License Fee Report to SESAC, SESAC may invoice LICENSEE based on LICENSEE's most recent License Fee Report, or adjust LICENSEE's Semi-Annual License Fee for the unreported period to reflect data obtained by SESAC by independent means, in SESAC's sole discretion.

D. LICENSEE is obligated to submit an accurate, complete and timely License Fee Report. In the event that LICENSEE fails to submit an accurate, complete and timely License Fee Report for a given Billing Period, SESAC shall have the right to i) retroactively adjust the Semi-Annual License Fee for that Billing Period based on the License Fee Report subsequently received by SESAC, or ii) retroactively adjust the Semi-Annual License Fee for that Billing Period to reflect data obtained by SESAC by independent means, in SESAC's sole discretion.

Please mail signed license to: SESAC, 55 Music Square East, Nashville, TN 37203

Initial License Fee Report for SESAC Internet License Agreement

(Please do not detach – must accompany license)

1. LICENSEE

Company Name:

URL of Web Site:

2. INITIAL BILLING and REPORTING PERIODS

Complete and Check:

LICENSEE did not at any time provide applicable products or services during the six month period prior to the effective date of the agreement. (If checked, skip to 3.E.)

OR

Initial Billing Period: _____, _____ (Effective Date) through June 30 or December 31, _____ (Year)
(circle one)

Initial Reporting Period: _____, _____ (date 6 months before Effective Date) through _____, _____ (Effective Date)

3. LICENSE FEE

A. Total ATH for the Initial Reporting Period..... _____
(see paragraph 3.B of the SESAC Internet License Agreement)

B. Total number of components offered on the Licensed Web Site (see below)..... _____

- Check all components offered -

- Streaming (as defined in paragraph 3.J of the SESAC Internet License Agreement)
- Audiovisual Content (as defined in paragraph 3.C, (see paragraph 5.F of the SESAC Internet License Agreement)
- Subscription/Pay Service (as defined in paragraph 3.K of the SESAC Internet License Agreement)
- Downloads (as defined in paragraph 3.E of the SESAC Internet License Agreement)
- Podcasting (as defined in paragraph 3.G of the SESAC Internet License Agreement)
- Advertising/Promotional Revenue (as defined in paragraph 3.A of the SESAC Internet License Agreement)

C. Corresponding Multiplier..... _____
(from current SESAC Semi-Annual License Fee Schedule - see Schedule "A")

D. Line A x Line C..... _____

E. Minimum Semi-Annual Fee..... \$ _____
(from current SESAC Semi-Annual License Fee Schedule – see Schedule "A")

F. Fee for Semi-Annual Billing Period (Greater of Line D and Line E)..... \$ _____

G. Pro-rate Line F by the number of months in the Initial Billing Period, and enter resulting amount..... \$ _____

AMOUNT DUE

4. CERTIFICATION

On behalf of LICENSEE and as a duly authorized employee or agent thereof, I hereby certify that the information contained in this Initial License Fee Report is true and accurate.

NAME

TITLE

DATE