

ASCAP License Agreement

This ASCAP License Agreement ("License Agreement") is made and entered into as of the effective date set forth on the Key Terms and Fee Schedule annexed hereto as Schedule A (the "Key Terms/Fee Schedule") (the "Effective Date"), by and between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), a voluntary membership association organized under the laws of the State of New York with offices at One Lincoln Plaza, 1900 Broadway, New York, NY 10023, and the party identified on the Key Terms/Fee Schedule ("Licensee") (ASCAP and Licensee are each referred to herein as a "Party" and collectively referred to as the "Parties"). Capitalized terms not otherwise defined herein shall have the meaning ascribed them in the terms and conditions relating to the access to and use of the ASCAP website as set forth at www.ASCAP.com/about/legal-terms (the "Terms of Use").

Article 1. Certain Definitions.

- 1.1. "ASCAP Member" means any individual or entity that has entered into a membership agreement with ASCAP.
- 1.2. "ASCAP Repertory" means all copyrighted Musical Works (as hereafter defined) (a) written and/or published by ASCAP Members or by the members of any FPRO (as hereafter defined), including Musical Works written and/or published during the Term and (b) for which ASCAP controls, during the Term, the non-dramatic public performance rights in the Territory, but solely to the extent such rights are or may during the Term be vested in or assigned to ASCAP by ASCAP Members or by the applicable FPRO or other rights holder(s).
- 1.3. "Business Information" means the information regarding the business located at the Premises, as set forth on Schedule A.
- 1.4. "Fees" means the fees, charges, rates and other amounts charged by or on behalf of ASCAP for the Licensed Rights (as defined herein), all as may be set forth on the Key Terms/Fee Schedule.
- 1.5. "FPRO" (i.e., 'foreign performing rights organization') means any entity incorporated or otherwise legally organized outside of the United States with which ASCAP has a written and binding agreement appointing ASCAP as an agent authorized to license and/or administer Musical Works owned or controlled by such entity to third parties on a non-exclusive basis.
- 1.6. "License Payment Date" means the date(s) identified on Key Terms/Fee Schedule on which Fees are due and payable by Licensee to ASCAP.
- 1.7. "Licensee's Operating Policy" means, collectively, the Business Information and Music Uses, as set forth on Schedule A.
- 1.8. "Music Uses" means the method and manner in which Musical Works are publicly performed at the Premises, as set forth on Schedule A.
- 1.9. "Musical Work" means any copyrightable musical composition, including any lyrics or words written to be used with such composition.
- 1.10. "Premises" means the physical location(s) set forth on the Key Terms/Fee Schedule.
- 1.11. "Territory" means the United States of America, its territories, dependencies and possessions and the Commonwealth of Puerto Rico.

Article 2. Authority and Binding Effect.

2.1. Authority; Authorization. BY ENTERING INTO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE, YOU (AS THE INDIVIDUAL ENTERING INTO AND AGREEING TO THIS LICENSE AGREEMENT) HEREBY REPRESENT AND WARRANT THAT (A) YOU HAVE THE FULL RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE AND TO CREATE A LEGAL, VALID AND BINDING OBLIGATION ON LICENSEE ENFORCEABLE AGAINST LICENSEE IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREOF; (B) ALL CORPORATE, ORGANIZATIONAL AND OTHER PROCEEDINGS REQUIRED TO BE TAKEN BY LICENSEE TO AUTHORIZE YOUR AGREEMENT TO, AND PERFORMANCE UNDER, THIS LICENSE AGREEMENT HAVE BEEN TAKEN AND ALL NECESSARY AUTHORIZATIONS, PERMITS, CONSENTS AND APPROVALS REQUIRED HAVE BEEN OBTAINED; AND (C) YOUR ENTERING INTO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE DOES NOT AND SHALL NOT VIOLATE ANY APPLICABLE LAW, RULE OR REGULATION OR REQUIRE ANY ADDITIONAL CONSENT OR OTHER ACTION BY ANY OTHER PERSON OR ENTITY. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THIS

LICENSE AGREEMENT SHALL BE, JOINTLY AND SEVERALLY, BINDING UPON AND ENFORCEABLE AGAINST YOU AND LICENSEE FOR ALL PURPOSES HEREUNDER.

2.2. ELECTRONIC SIGNATURE AND CONTRACTS. ASCAP PROVIDES ITS LICENSEES WITH THE ABILITY TO ENTER INTO AGREEMENTS AND TO PURCHASE LICENSES AND OTHER SERVICES ELECTRONICALLY. BOTH YOU (AS THE INDIVIDUAL ENTERING INTO AND AGREEING TO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE) AND LICENSEE HEREBY ACKNOWLEDGE AND AGREE THAT ELECTRONIC SUBMISSIONS CONSTITUTE BOTH LICENSEE'S AND YOUR AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TO PROMPTLY PAY FOR ALL FEES AND OTHER APPLICABLE AMOUNTS PAYABLE. SUCH AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO (A) ALL TRANSACTIONS ENTERED INTO BY YOU OR LICENSEE IN CONNECTION WITH ASCAP, INCLUDING IN CONNECTION WITH THIS LICENSE AGREEMENT, AND (B) OTHER COMMUNICATIONS ASCAP PROVIDES TO YOU ELECTRONICALLY (WHETHER BY POSTING ON ASCAP'S INTERNET PLATFORMS OR OTHERWISE), INCLUDING (TO THE FULL EXTENT ALLOWED BY LAW) NOTICES, DISCLOSURES, POLICIES, CONTRACTS, AMENDMENTS, PRICES CHANGES AND OTHERWISE, AND BOTH YOU AND LICENSEE AGREE THAT SUCH ELECTRONIC RECORDS AND COMMUNICATIONS SATISFY ANY LEGAL REQUIREMENT THAT SAME BE IN WRITING. ACCORDINGLY, YOU AND LICENSEE SHOULD MAINTAIN COPIES OF ELECTRONIC COMMUNICATIONS BY PRINTING A PAPER COPY OR SAVING AN ELECTRONIC COPY.

Article 4. Additional Terms and Conditions.

4.1. Key Terms and Fee Schedule. The Key Terms/Fee Schedule (as set forth on Schedule A) sets forth certain terms and conditions, including the applicable Business Information, Music Uses, Fees, Premises and other business and legal terms applicable to Licensee's license of the right to publicly perform the ASCAP Repertory. In the event of any conflict between the terms and conditions of this License Agreement and the terms and conditions of the Key Terms/Fee Schedule, the terms and conditions of this License Agreement shall control to the extent necessary to resolve any such conflict.

4.2. State Disclosure and Related Information. Schedule C hereto sets forth certain disclosures, notices, rights and other terms and conditions that may apply to Licensee depending upon, among other things, the state, territory and/or the location of the Premises ("State Disclosure Schedule"). In the event of any conflict between the terms and conditions of this License Agreement and the terms and conditions of the State Disclosure Schedule, the terms and conditions of the State Disclosure Schedule shall control to the extent necessary to resolve any such conflict.

Article 6. Payment Requirements and Terms.

6.1. Payment of Fees. Subject to the terms and conditions of this License Agreement and the ASCAP Terms of Use, Licensee hereby agrees to pay in full the Fees (including all applicable taxes and levies as described below) using the payment method associated with Licensee's online user profile and payment account accessed via www.ascap.com (Licensee's "User Account"). Licensee acknowledges and agrees that the Fees for each Renewal Term, if any, shall be the Fees for the immediately preceding Renewal Term (or in the event of the first Renewal Term, the Initial Term) adjusted in accordance with the increase in the Consumer Price Index — All Urban Consumers - (CPI-U) during the twelve-month period concluding in the October immediately preceding the first day of the applicable Renewal Term (or in the event of the first Renewal Term, the Initial Term), in accordance with the terms and conditions set forth on Schedule B. If payment is not promptly received by ASCAP from Licensee's payment card issuer or its agents or other payment service provider, Licensee agrees to promptly pay all amounts due upon demand by ASCAP, together with a late payment charge equal to one and one half percent (1-1/2%) per month, or the maximum rate permitted by law, whichever is less, calculated from the date such payments were due.

6.2. Recurring/Automatic Billing. Unless Licensee otherwise modifies its User Account settings as described below, Licensee acknowledges and agrees that ASCAP may automatically charge Licensee on each License Payment Date (or in the event any License Payment Date is not a business day, the first business day thereafter) the applicable Fees for the continued right to use the Licensed Rights and Licensee hereby agrees to pay such Fees which may be billed via the payment card associated with Licensee's User Account. The Fees charged will be the same as the immediately preceding License Payment Date (or, in the event of the first License Payment Date, the same as the Effective Date), unless (a) subject to increase as described in this License Agreement and/or (b) as otherwise notified by ASCAP in advance (including as may be posted on www.ASCAP.com). If Licensee wishes to disable the aforementioned automatic billing feature, Licensee must log into its User Account and modify its billing preferences accordingly.

FOR THE AVOIDANCE OF DOUBT, ASCAP MAY CONTINUE TO BILL LICENSEE'S PAYMENT CARD THE APPLICABLE FEES EACH AND EVERY LICENSE PAYMENT DATE AFTER THE INITIAL TERM OF THIS LICENSE AGREEMENT UNTIL LICENSEE DIRECTS ASCAP TO STOP; PROVIDED, HOWEVER, THAT ASCAP SHALL HAVE NO OBLIGATION TO AUTOMATICALLY BILL LICENSEE FOR THE APPLICABLE FEES VIA RECURRING OR AUTOMATIC BILLING, AND LICENSEE SHALL BE REQUIRED TO PAY ALL AMOUNTS DUE BY THE REQUIRED DATES. IN THE EVENT

THAT (X) ASCAP ELECTS TO AUTOMATICALLY BILL LICENSEE AND ASCAP IS UNABLE TO SUCCESSFULLY CHARGE THE APPLICABLE PAYMENT CARD AS PART OF LICENSEE'S USER ACCOUNT OR (Y) ASCAP ELECTS NOT TO AUTOMATICALLY BILL LICENSEE AND LICENSEE DOES NOT REMIT THE REQUIRED FEES BY THE LICENSE PAYMENT DATE (AS DEFINED ABOVE), ASCAP RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THIS LICENSE AGREEMENT, WITHOUT NOTICE OR OTHER OBLIGATION OR LIABILITY TO LICENSEE OR ANY THIRD PARTY.

6.3. Licensee's Operating Policy. Licensee acknowledges that the Fees were determined by ASCAP, in whole or in part, based on the factors, parameters and criteria described on Schedule B as applied to Licensee's Operating Policy. Licensee represents, warrants and covenants that all information provided by it in connection with this License Agreement, including Licensee's Operating Policy, is true and correct. Licensee shall promptly provide ASCAP with written notice of any change in Licensee's Operating Policy and shall, at such time, furnish to ASCAP all requested information and certify that all information so provided is true and correct. In the event of any change to Licensee's Operating Policy, ASCAP reserves the right to increase the Fees at any time, upon notice to Licensee. For purposes of this License Agreement, a change in Licensee's Operating Policy shall be one in effect for at least 30 days. Upon any change in Licensee's Operating Policy resulting in an increase in the applicable Fees, Licensee agrees to pay ASCAP the increased license fees, effective as of the initial date of such change, whether or not written notice of such change has been provided pursuant to the terms and conditions hereof.

6.4. Taxes. Licensee shall be responsible for any taxes and/or levies imposed on any transactions conducted by it and any applicable taxes or levies may be added to the amount charged for the applicable transaction. Applicable taxes may include sales tax, use tax and other applicable taxes, which may be based on various factors, including the bill-to address, location of the Premises and tax rates in effect at the time Licensee's transaction is completed. Further, in the event that Licensee's payment of Fees under this License Agreement causes ASCAP to incur any liability to pay a gross receipts, sales, use, business use or other tax which is based on the amount of ASCAP's receipts from Licensee, the number of licensees of ASCAP, or any similar measure of ASCAP's activities, Licensee agrees to pay to ASCAP the full amount of such tax; provided, however, that ASCAP is permitted by law to pass through such tax to its licensees. No tax exemptions are permitted for transactions made on www.ASCAP.com.

6.5. No Refunds or Credits. All Fees are final and nonrefundable, and ASCAP shall in no event provide any refunds, reimbursements or credits of any kind for any reason, including in connection any early termination of this License Agreement, partial or unused services or Licensed Rights, or any other product or service, in whole or in part.

6.6. Audit. ASCAP shall have the right, by its authorized representatives and/or third party designees, at any time during customary business hours, and upon 30 days written notice, to examine the books and records of account of Licensee to verify any statements of Licensee's Operating Policy and any other information provided by Licensee. In the event any such audit shows Licensee to have underpaid the Fees, Licensee shall pay a finance charge on the additional Fees due of one and one half percent (1-1/2%) per month, or the maximum rate permitted by law, whichever is less, from the date(s) the additional Fees were due, and, if the underpayment is five percent (5%) or more of the total amount due for the period in question, then Licensee shall also reimburse ASCAP for ASCAP's reasonable costs actually incurred as a result of the audit.

Article 7. Term and Termination.

7.1. Term. This License Agreement shall commence on the Effective Date and shall continue thereafter for a period of 12 months, unless earlier terminated in accordance with the terms and conditions set forth herein (the "Initial Term"). This License Agreement shall automatically renew for additional, successive 12-month periods (each, a "Renewal Term"), unless either Party provides the other with written notice of termination within 30 days prior to the expiration of the Initial Term (or any Renewal Term, as applicable) (the Initial Term and each Renewal Term shall be collectively referred to herein as the "Term").

7.2. Termination for Breach. If Licensee breaches any provision, term or condition of this License Agreement, ASCAP may (reserving cumulatively all other remedies and rights pursuant to this License Agreement and in law and in equity) immediately terminate this License Agreement, in whole or in part, by providing notice to Licensee.

7.3. Termination for Insolvency. ASCAP may immediately terminate this License Agreement in the event that Licensee (a) admits in writing its inability to pay its debts as they become due, fails to satisfy any enforceable, final and material judgment against it, or otherwise ceases operations of its business in the ordinary course, (b) is adjudicated bankrupt or becomes insolvent, (c) winds up or liquidates its business voluntarily or otherwise,

(d) applies for, consents to or suffers the appointment of, or the taking of possession of by, a receiver, custodian, assignee, trustee, liquidator or similar fiduciary of itself or of all or any substantial portion of its assets, (e) makes a general assignment for the benefit of creditors other than in the ordinary course of financing its ongoing operations, (f) commences a voluntary case under any state or federal bankruptcy laws (as now or hereafter in effect), (g) files a petition seeking to take advantage of any other law providing for the relief of debtors, (h) acquiesces to, or fails to have dismissed, within 30 days, any petition filed against it in any involuntary case pursuant to such bankruptcy laws or (i) takes any action for the purpose of effecting any of the foregoing.

7.4. Termination for Interference in ASCAP's Operations. ASCAP has the right to terminate this License Agreement, effective immediately upon notice, if there is any interference with, or material 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 Licensee, its affiliates or its operations are located which is applicable to the licensing of performing rights.

7.5. Effect of Termination. Upon any termination or expiration of this License Agreement for any reason, all rights and licenses granted by ASCAP to Licensee herein shall immediately terminate.

Article 8. INDEMNIFICATION; DISCLAIMER; WAIVER.

8.1. Indemnification. Licensee agrees to defend and handle at its own cost and expense any claim or action against ASCAP, its affiliates and the ASCAP Members, and each of their respective officers, directors, employees, representatives and agents (each an "ASCAP Indemnitee") based upon or in connection with (a) any actual or alleged breach of Licensee's representations, warranties and covenants contained in this License Agreement and (b) the Premises, but specifically excluding any claim or action caused by or based upon Licensee's use of the ASCAP Repertory as specifically permitted pursuant to this License Agreement. Licensee agrees to indemnify and hold the ASCAP Indemnitees harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) associated with any such claim or action. Licensee shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise; provided, however, that (i) that no settlement or compromise affecting the financial or legal obligations of any ASCAP Indemnitee shall be entered into or agreed to without the applicable ASCAP Indemnitee's prior written approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the ASCAP Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim or action and (ii) each ASCAP Indemnitee has the right to participate, at its own expense, in the defense and/or settlement of any such claim or action in order to protect its own interests.

8.2. DISCLAIMER. THE MUSICAL WORKS IN THE ASCAP REPERTORY AND ALL OTHER PRODUCTS, SERVICES AND RIGHTS PROVIDED OR OTHERWISE MADE AVAILABLE BY OR ON BEHALF OF ASCAP ARE BEING PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT GUARANTEE, REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING AS TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SATISFACTORY QUALITY, QUIET ENJOYMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND ASCAP HEREBY EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN, INCLUDING THAT LICENSEE'S EXPLOITATION OF ANY MUSICAL WORKS OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS WILL NOT VIOLATE ANY INTELLECTUAL PROPERTY RIGHT OR OTHER PROPRIETARY RIGHT OWNED OR CONTROLLED BY ANY THIRD PARTY.

8.3. WAIVER. LICENSEE UNDERSTANDS AND AGREES THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ASCAP, ITS AFFILIATES AND MEMBERS, AND EACH OF THE FOREGOING PARTIES' RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATORS, SERVICE PROVIDERS, ADVERTISERS AND SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING OUT OF THIS LICENSE AGREEMENT AND/OR FROM USE OF THE ASCAP REPERTORY, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT ASCAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

Article 9. Miscellaneous.

9.1. Notices. All notices and other communications required or permitted pursuant to this License Agreement shall be in writing and transmitted via email to the applicable Party at the addresses set forth on the Key Terms/Fee Schedule, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice; provided, however, that ASCAP shall also have the right to provide notice and other communications to

Licensee hereunder in writing that are delivered personally, mailed via certified mail, postage prepaid, or via a nationally recognized overnight courier. All notices shall be deemed given on the date personally delivered, when placed in the mail as specified above or when transmitted via email.

9.2. Assignment. This License Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns, except that Licensee shall not be permitted to assign, convey, transfer or subcontract this License Agreement or any of its rights or obligations hereunder, in whole or in part, without ASCAP's prior written consent (which may be withheld in ASCAP's sole and absolute discretion) and any purported assignment without such consent shall be void ab initio and of no force and effect.

9.3. Relationship; No Third Party Beneficiaries. Each Party is an independent contractor and each Party's personnel are not employees or agents of the other Party for federal, state or other tax purposes or any other purposes whatsoever. Personnel of one Party have no authority to make representations, commitments, bind or enter into contracts on behalf of or otherwise obligate the other Party in any manner whatsoever. Nothing in this License Agreement shall be construed or deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, business entity of any kind, nor constitute one Party an agent of the other Party. There are no third party beneficiaries, actual or intended, pursuant to this License Agreement.

9.4. Interpretation. Headings are for convenience only and are not to be considered in construing or interpreting this License Agreement. The terms "include," "includes," and "including," whether or not capitalized, mean "include(s), but are not limited to," and "including, but not limited to," respectively and are to be construed as inclusive, not exclusive.

9.5. Amendment; Waiver; Severability. Except as otherwise expressly provided for herein, this License Agreement may not be amended, modified or terminated except by a written instrument signed by both of the Parties. No failure or delay by either Party to exercise any right or enforce any obligation shall impair or be construed as a waiver or on-going waiver of that or any or other right or power, unless made in writing and signed by both Parties. All remedies, rights, undertakings, and obligations contained in this License Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either Party. If any term, covenant or condition of this License Agreement is held invalid, illegal or unenforceable in any respect, such provision shall be replaced by an enforceable provision that most closely meets the commercial intent of the Parties, and such holding shall not affect any other provision of this License Agreement, which shall be and remain effective as though such invalid, illegal or unenforceable provision had not been contained herein.

9.6. Arbitration. Any dispute arising out of or related to this License Agreement shall be subject to final binding arbitration between the Parties as provided herein. The arbitration shall be conducted pursuant to the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the request for arbitration is made (the "Arbitration Rules"), and in accordance with the Expedited Procedures in those Arbitration Rules, including Rules 16.1 and 16.2 of those Arbitration Rules, except as modified herein. The arbitration shall take place in New York, New York before a single neutral arbitrator (the "Arbitrator") selected in accordance with the Arbitration Rules. Each Party shall pay its own costs and expenses for the arbitration, with the cost of the Arbitrator to be divided equally between the Parties. Any award or decision in arbitration shall be final and binding upon the Parties and shall be enforceable by judgment of any court of competent jurisdiction. The Parties further agree to the exclusive jurisdiction of the federal or state courts in New York, New York, as the case may be, for purposes of any pre-arbitral injunctive relief, including any application for a preliminary injunction or order compelling arbitration, and waive any objection to laying venue in any such action or proceeding in such courts, or that such courts are an inconvenient forum or do not have jurisdiction over such Party. Neither the Parties nor the arbitrators may publicly disclose the existence, content or results of any arbitration hereunder without the prior written consent of both Parties.

9.7. Governing Law. This License Agreement and all disputes, claims, actions, suits or other proceedings arising hereunder shall be governed by, and construed in accordance with, the substantive law of the State of New York applicable to contracts wholly made and to be performed within the State of New York. Each Party irrevocably submits to the sole and exclusive jurisdiction of the courts of New York State and the Federal courts of the Southern District of New York, situated in the City, County and State of New York. Each Party irrevocably consents to the exercise of personal jurisdiction over each of the Parties by such courts and waives any right to plead, claim or allege that New York is an inconvenient forum.

9.8. Publicity. Licensee shall not be permitted to use the name, service or trademarks, logos or otherwise identify or refer to ASCAP or any of its affiliates in any press releases, publicity, marketing or promotional material without the prior, express written approval of ASCAP, in its sole discretion, in each instance.

9.9. Survival. Any provision of this License Agreement which, either by its terms or to give effect to its meaning, must survive, including Article 2, Section 3.2, Section 7.5 through (and including) this Article 9, shall survive the cancellation, expiration or termination of this License Agreement.

9.10. Entire Agreement. This License Agreement, together with the schedules and exhibits hereto which are incorporated herein by this reference, constitutes the entire agreement between the Parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral with respect to the subject matter hereof. Neither Party has made any representations or promises to the other in connection with this License Agreement or its subject matter that are not expressly set forth in this License Agreement.

Schedule A

Key Terms and Fee Schedule

- Effective Date of License Agreement: January 15, 2018
- Expiration Date of Initial Term:
- Licensee Name: Spintronix Color Guard
- Contact Information: (417) 247-0168
- Premise Location(s):

P.O. Box 141

Mountain View,, MO 65548
- Music Uses Covered by License Agreement:
 - Music performances occurring in the course of dance instruction provided at the Premises, together with performances at the Premises incidental to the offering of such instruction (e.g., music playing in the reception, locker rooms or other common areas of the Premises)
 - Music performances occurring in connection with dance recitals by Licensee's students at the Premises
- Business Information related to rate calculation:
 - Average Number of Students Per Week: <75
- Music Uses related to rate calculation, e.g.:
 - Type of Dance Instruction : Combination
- Fees: \$\$104.84
- Payment Plan (e.g. annual, quarterly, monthly):
- Fee Payment Date(s): For the Initial Term, the Fee is due upon Licensee's electronic submission of this License Agreement in accordance with Article 2 of the License Agreement; for each subsequent Renewal Term, if applicable, each Fee is due on the first day of such Renewal Term.
- ASCAP email contact information (for notices): glcs@asap.com

Schedule B

ASCAP RATE SCHEDULE FOR DANCE SCHOOLS

Based upon Licensee's Operating Policy, the following rates are used to determine Fees:

Type of Dance Instruction Offered at Premises:

Ballroom	Instructors teach any ballroom, social or round dancing, including, without limitation, any currently popular dance
Combination	Instructors teach jazz, tap, classical ballet, modern ballet, acrobatic, gymnastic, square, folk, ethnic, baton, zumba, hip-hop and/or other genres of dance, as well as exercise or other fitness classes
Ballet	Instructors teach ballet <u>only</u>

Applicable Fees for the Initial Term:

Type of Dance Instruction:	Average Number of Students Per Week:			
	Not More Than 75	Not More Than 150	Not More Than 300	301 And Over
Ballroom	\$139.81	\$279.60	\$419.41	\$559.19
Combination	\$104.84	\$209.69	\$314.56	\$419.41
Ballet	\$69.91	\$139.81	\$209.69	\$279.60

The Fees for each Renewal Term, if any, shall be the Fees for the immediately preceding Renewal Term (or in the event of the first Renewal Term, the Initial Term) adjusted in accordance with the increase in the Consumer Price Index — All Urban Consumers - (CPI-U) during the twelve-month period concluding in the October immediately preceding the first day of the applicable Renewal Term (or in the event of the first Renewal Term, the Initial Term).

Average Number of Students Per Week: Students taking less than five hours of instruction per week shall be counted as one student per week; students taking five or more hours of instruction per week shall be counted as two students per week. For purposes of calculating the Fees for the Initial Term, the Average Number of Students Per Week shall be based on Licensee's prior year of operation or a good faith estimate. For any Renewal Term, the Average Number of Students Per Week shall be based on actual data from Licensee's operation during the twelve-month period preceding the first day of the applicable Renewal Term.