

The following, when fully executed, shall constitute the agreement made and entered into as of December 1, 2018 by and between Global Music Rights (“Company”), located at 1100 Glendon Avenue, Suite 2000, Los Angeles, California 90024 and University of Iowa (“Licensee”), located at 120 Jessup Hall 5 W. Jefferson Street, Iowa City, Iowa 52242 regarding the non-exclusive grant by Company to Licensee to publicly perform non-dramatic renditions of the music compositions to which Company controls the right to license the public performances subject to the terms and conditions herein (the “Agreement”).

Company and Licensee hereby mutually agree as follows:

1. Definitions

- a. **“Accepted Means”** shall mean via Internet Transmissions, Live Concerts, Campus Radio Stations, On-Campus Cable Television System and a music-on-hold telephone system, so long as it is operated by Licensee at the University.
- b. **“Campus Radio Station”** shall mean a radio station, operated by the University, run by students of the University and licensed for non-commercial, educational broadcasting that is not affiliated with NPR.
- c. **“Championship Sporting Event”** shall mean any collegiate conference or league championship tournament or games. This list shall include but not be limited to, the Bowl Championship Series football tournament, the College World Series baseball tournament, the March Madness basketball tournament, among others.
- d. **“Compositions”** shall mean the musical compositions in which Company controls the right to license (alone or in combination with third party(ies), in each case depending on the percentage share of ownership that Company controls for the specific composition) public performances to the extent such rights are controlled by Company during the Term in the Territory. As used herein, Compositions shall only refer to the share (whether full or partial) of the compositions represented by Company.
- e. **“Internet Transmissions”** shall mean all transmissions of content that can be accessible only through an internal computer network system accessible exclusively to students, faculty, and other members of the campus community who have authenticated themselves through a secure access system and who access such transmissions via a personal computer or other device capable of receiving an internet broadcast.
- f. **“Full Time Student Equivalent” (“FTE”)** shall mean the sum of (i) all full-time undergraduate students and (ii) one-third of all part-time undergraduate and graduate students, as the effective fall academic term.
- g. **“License Fee”** shall mean the amount calculated on an annual basis pursuant to the Rate Schedule due to Company by Licensee in exchange for the rights granted to Licensee herein.
- h. **“Live Concert”** shall mean live musical performances promoted exclusively by Licensee, including but not limited to concerts, symphonies, recitals, or other similar performances.
- i. **“Locally Originated Programs”** shall mean audio or audio-visual program, including advertising and promotional materials, that are locally produced by, or on behalf of, Licensee for the On-Campus Cable Television System.
- j. **“On-Campus Cable Television System”** shall mean television network operated by Licensee on which Locally Originated Programs and government and educational programs are performed.
- k. **“Rate Schedule”** shall mean the document at Schedule A.

- l.** “**Term**” shall mean the Initial Term (as defined below) in addition to any Renewal Periods (as defined below).
- m.** “**Territory**” shall mean the United States, its territories and possessions (including the Commonwealth of Puerto Rico).
- n.** “**Effective Date**” shall mean December 1st, 2018.
- o.** “**Universities**” shall mean Licensee’s campus(es) and any off-campus location owned or operated by Licensee including fraternities, sororities, sporting events and social clubs.

2. Grant and Term of License

(a) Company grants, and Licensee accepts, the non-exclusive right to perform publicly, or cause to be performed publicly solely at Licensee’s Universities via the Accepted Means in the Territory and during the Term, non-dramatic renditions of the Compositions, provided that nothing herein shall authorize the public performance of the Compositions at Championship Sporting Events. Licensee agrees that, with respect to each Composition licensed under this Agreement, the rights granted herein, and any amendments or extensions, cover only the share of the Composition represented or controlled by Company. Licensee further agrees that, with respect to each Composition included under this Agreement, and any amendments or extensions, during the time that the license rights granted herein are effective as to the Composition, Licensee will not rely on a license from a third party that purports to grant a license to Licensee in the whole of the Composition based on such third party’s partial share of the Composition. Licensee agrees that this Agreement, and any amendments or extensions, solely extends to any partial or full share of the Compositions represented by Company.

(b) This Agreement shall not cover any Championship Sporting Event, provided that, to the extent a Championship Sporting Event is held at Licensee’s University(ies), Company shall, upon written request by Licensee, provide information regarding whether the public performance of the Compositions has been licensed for such Championship Sporting Event (“Pre-Existing Championship Sporting Event License”) and, where a Pre-Existing Championship Sporting Event License does not exist, Company and Licensee shall engage in good faith negotiations to establish a reasonable license fee for such Championship Sporting Event.

(c) The parties understand and agree that this license does not grant Licensee the right to publicly perform, or cause to be publicly performed, the Compositions at political events, conventions, or other situations where the performances of Compositions are directly associated with political, ethical or religious opinions without prior written approval from Company.

(d) Without limiting anything contained herein, this license is expressly limited to: (i) the right to publicly perform the Compositions as set forth herein and does not convey any other rights to the Compositions (e.g., the right to reproduce the Compositions); (ii) the Licensee and does not convey the right to publicly perform the Compositions by any other means; and (iii) non-dramatic renditions of the Compositions. To clarify, this license does not include the right to perform dramatico-musical works, either in whole or in substantial part, and it does not include the right to use the Compositions in any context that constitutes the exercise of “grand performance rights,” as defined as the right to perform a copyrighted musical composition that is also accompanied by one or more of the following: drama, scenery, narration, storyline, script, costumes, dance and dancers, props, dialogue, pantomime, actors, or plot.

(e) Company shall have the right to withdraw from this license, at any time upon written notice, the right to publicly perform any Composition(s) if (i) Company no longer controls the right to publicly perform any Composition(s); or (ii) if a lawsuit has been brought or threatened regarding any such Composition(s).

(f) This license is limited to the Territory.

3. Term

(a) The Agreement shall be for an initial term of one (1) year (“Initial Term”), commencing on the Effective

Date and continuing thereafter in full force and effect for additional succeeding terms of one (1) year each (“Renewal Period(s)”), unless terminated by either party.

(b) Either party shall have the right to terminate this Agreement as of the last day of the Initial Term or as of the last day of any Renewal Period(s) upon giving written notice to the other party by certified mail at least sixty (60) days prior to the commencement of any Renewal Period(s).

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

4. Limitations of Rights

(a) This license does not convey the right to publicly perform the Compositions by means of:

- (i) broadcast, telecast, cablecast, transmission by wire, or other electronic transmissions (including, but not limited to, by satellite, the Internet or on-line service) except performances via (1) Licensee’s On-Campus Cable Television System, or (2) Licensee’s Internet Transmissions;
- (ii) commercial radio station(s);
- (iii) dramatic performance; to clarify, this license does not include the right to perform dramatico-musical works, either in whole or in substantial part, and it does not include the right to use the Compositions in any context that constitutes the exercise of "grand performance rights," as defined as the right to perform a copyrighted musical composition that is also accompanied by one or more of the following: drama, scenery, narration, storyline, script, costumes, dance and dancers, props, dialogue, pantomime, actors, or plot;
- (iv) background music service providers or by any other services delivered by digital means or otherwise that are licensed by Company or by coin-operated phonorecord players (“Jukeboxes”), as defined by the Copyright Act in 17 U.S.C. § 116;
- (v) Live musical performances, including but not limited to concerts, symphonies, recitals, or other similar performances, on the grounds of the University(ies) promoted by a third party (“Third-Party Live Concerts”);
- (vi) Live Concerts occurring outside of the University(ies), except as part of educational or community outreach activities.

(b) Company shall have the right, at its election and without limitation, to assign any of Company’s rights hereunder, in whole or in part, to any person, including, without limitation, to a parent company, affiliate or subsidiary. Company shall also have the right to assign or sublicense any of its rights hereunder to any of its licensees in order to effectuate the purposes hereof. Licensee may assign, without written consent of Company, its rights under this Agreement to any person or entity owning or acquiring a substantial portion of the stock or assets of Licensee. Licensee shall not have the right to transfer or assign this Agreement nor the rights granted herein without the written consent of Company except as set forth in the immediately preceding sentence. No permitted assignment by Licensee shall relieve Licensee of its respective obligations hereunder, provided, however, that assignee may accept the obligations of assignor upon written notice to Company.

5. License Fees

(a) In consideration for all rights granted herein Licensee shall pay to Company the applicable license fee in accordance with or as determined by Company’s College & University Rate Schedule, as such may be amended pursuant to paragraph 5(d) below, for each University owned or operated by Licensee. A copy of the current College & University Rate Schedule is attached hereto as Rate Schedule A.

(b) For each Third-Party Live Concert performed at the University(ies), the third party shall be responsible for securing a license for the Compositions and paying the license to Company ("Third Party License Fee"). University shall assist Company in securing the Third Party License Fee (e.g. provide contact, etc.). Should a Third-Party Live Concert occur on any of Licensee's Universities and be co-presented by Licensee and a third party, Licensee shall pay the appropriate license fee unless the third party has paid the appropriate license fee under its license agreement with Company.

(c) Company shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, on any payment by Licensee that is more than thirty (30) days past due per the terms of Rate Schedule A. Company shall have the right to impose a \$25.00 service charge for each unpaid or dishonored check, draft or other means of payment submitted to Company by Licensee.

(d) Notwithstanding anything to the contrary contained in this Agreement, upon sending of written notice to Licensee by certified mail, Company shall have the right to adjust the rates set forth in the Rate Schedule not less than ninety (90) days before the beginning of any Renewal Period.

(e) Licensee warrants and represents that Licensee has the right to enter into this Agreement and to satisfy its obligations hereunder to Company including pay the License Fees pursuant to the Rate Schedule for each and every Licensed Premise.

6. Reports and Payment

(a) Licensee shall deliver reports in computer readable format to Company within sixty (60) days of the Effective Date of this Agreement ("Annual Report"). The Annual Report shall be submitted for each succeeding year within sixty (60) days of the anniversary of the Effective Date of this Agreement.

(b) The Annual Reports shall include:

- (i) A list of all of Licensee's Universities, including their addresses;
- (ii) Total current FTE;
- (iii) A list of On-Campus Cable Television System operations;
- (iv) A list of Campus Radio Station operations.

(c) If Licensee ceases to operate a University, Licensee shall give immediate written notice to Company stating the manner of cessation. This Agreement and the obligation of Licensee to pay the future License Fees of Renewal Period(s) to Company shall terminate as of the effective date of cessation. Licensee shall continue to be liable to Company for any License Fees remaining due.

7. Right to Verify Reports

(a) Upon thirty (30) days prior written notice to Licensee, Company shall have the right to examine, by its duly authorized representatives, during customary business hours, the books and records of Licensee to such extent as may be necessary to verify any and all payments, statements, computations and reports rendered and accountings made or required hereunder. All data and information brought to Company's attention as a result of any examination shall be treated as confidential.

(b) Should any such examination reveal that Licensee has underpaid Company any License Fee obligation by less than five percent (5%), Licensee shall pay to Company (i) the amount of such underpayment and (ii) a finance charge on the balance shown due of one and one-half percent (1.5%) 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. Licensee shall pay Company any unpaid balance remaining and any applicable finance charge within thirty (30) days upon notice from Company.

(c) Should any such examination reveal that Licensee has underpaid Company any License Fee obligation by five percent (5%) or more, the Licensee shall pay to Company (i) the amount of such underpayment; (ii) a finance charge on the balance shown due of one and one-half percent (1.5%) 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; and (iii) any reasonable costs incurred by Company to undertake such examination. Licensee shall pay the unpaid balance remaining, finance charge, and any reasonable costs of such examination within thirty (30) days upon notice from Company.

8. Breach or Default

(a) In the event that Licensee breaches or defaults on any material term or condition of this Agreement, Company shall have the right to terminate this Agreement, provided that, Company shall provide Licensee with written notice of the breach and Licensee shall have thirty (30) days from the effective date of such notice to cure the breach or default. If Licensee has not cured such breach or default within the thirty-day window, Company will have the right to terminate this Agreement at the expiration of the thirty-day period.

(b) In the event that Company breaches or defaults on any material term or condition of this Agreement, Licensee shall have the right to terminate this Agreement, provided that, Licensee shall provide Company with written notice of the breach and Company shall have thirty (30) days from the effective date of such notice to cure the breach or default. If Company has not cured such breach or default within the thirty-day window, Licensee will have the right to terminate this Agreement at the expiration of the thirty-day period. In the event Licensee terminates this Agreement pursuant to this paragraph, Licensee shall pay to Company any unpaid monies as of the date of such termination.

9. Notices

All notices under this Agreement must be in writing in order to be effective, and will be deemed to have been duly given or made on the date of guaranteed delivery if sent by Federal Express, U.P.S. Next Day Air or other nationally recognized overnight courier service or overnight express U.S. Mail, with service charges or postage prepaid where a receipt is received. Company and Licensee shall notify the other in writing in the event of any address change.

10. Confidentiality

Both parties acknowledge that this Agreement is subject to disclosure pursuant to Iowa Code Chapter 22 and that the nature of this Agreement, the terms set forth in this Agreement and the non-public information provided by the parties to one another in the negotiation and carrying out of this Agreement including, but not limited to, all information pertaining to Company's client and Composition list (collectively, the "Confidential Information") are strictly confidential and both parties agree, to the extent permitted by law to keep the Confidential Information strictly confidential and to not disclose the Confidential Information to any third party without the prior written consent of both parties unless in response to legal action, and then upon prior written notice of five (5) business days and opportunity to respond to such legal process and protect Confidential Information, if permitted by law. The parties agree that any breach or threatened breach of this confidentiality provision by either of them may entitle the non-breaching party, in addition to any legal remedies available to it, to apply to a court of competent jurisdiction to enjoin any breach or threatened breach of this Agreement. The parties' obligations under this paragraph shall survive the expiration or termination of this Agreement. Both parties agree that after the Term of this Agreement, each party will destroy the Confidential Information provided by the other party if the providing party requests to receiving party to do so. Nothing herein contained, however, shall prevent (i) Company from using such information for the purpose of licensing or collecting fees from Licensee for performances of the Compositions at the University or (ii) Licensee from disclosing certain Confidential Information with third parties solely to the extent such disclosure is required by Chapter 22 Iowa Code and any other applicable laws or regulations, provided that Licensee will provide Company with prior written notice of any required disclosures.

11. Indemnification

Licensee agrees to be responsible for any and all claims, directly arising out of Licensee's material breach of any representation, warranty, or obligation hereunder.

12. Miscellaneous

(a) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels any and all previous and contemporaneous discussions, negotiations, covenants, agreements, commitments, representations, warranties and writings of any kind with respect thereto, all of which have been and are merged and integrated into, and are superseded by, this agreement. No modification, amendment, waiver, termination or discharge of this Agreement shall be binding upon Company unless confirmed by a written instrument signed by an authorized officer of Company, or binding upon Licensee unless confirmed by a written instrument signed by Licensee or Licensee’s representative. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future or of any subsequent breach thereof. Except as otherwise specifically set forth in this Agreement, all rights, options and remedies in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, option or right available to either party. The headings of the paragraphs hereof are for convenience only and shall not be deemed to in any way affect the scope or meaning of this Agreement or any portion thereof. None of the provisions of this Agreement are intended to confer, and shall not be construed as conferring, upon any person or entity other than the parties hereto, any rights or remedies hereunder. There are no third-party beneficiaries of this Agreement.

(b) Each and every provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be indefinite, invalid, contrary to any applicable existing or future laws or otherwise legally unenforceable, that shall not impair the operation or effect of any other portion of this Agreement, and any portion of this Agreement found to be unenforceable shall be severed, and the balance of the provisions of this Agreement shall remain in full force and effect.

(c) Licensee understands and acknowledges that (A) no other rights in the Composition are being granted by Company hereunder (e.g., without limitation, reproduction rights, print rights, etc.); and (B) Licensee is responsible for clearing all other rights as may be required by law with respect to the Licensee’s exploitation of the Compositions.

GLOBAL MUSIC RIGHTS

DocuSigned by:
BY: Patrick Sabatini
An Authorized Representative

Licensee
DocuSigned by:
Debby Zumbach
BY: DFB758D54ADF4D5...
An Authorized Representative

Debby Zumbach Associate Vice President of Finance and Operations, Director of Purchasing and Business Services/University Shared Services

Date: 11/13/2018

SCHEDULE A

COLLEGES AND UNIVERSITIES RATE SCHEDULE

License Fee shall be computed by multiplying number of FTE by license fee rate per FTE (plus Campus Radio Station fee and On-Campus Cable Television System fee if university has a Campus Radio Station or On-Campus Cable Television Systems) as follows:

- | | |
|---|-----------------|
| a. Total # of full-time enrolled students (FTE): | a. _____ |
| b. License fee rate per FTE: | b. \$0.30 |
| c. On-Campus Cable Television System fee (if applicable) | d. \$175 |
| d. Campus Radio Station fee (if applicable): | c. \$175 |
| Total license fees due ((a x b) + c + d if applicable) | \$ _____ |

The minimum annual license fee shall be \$500

For illustration purposes only, if a University has 5,000 FTE, and a Campus Radio Station (and no On-Campus Cable Television System), then the License Fee for such University would be \$1,675.00 for one year.

MISCELLANEOUS

Licensee shall pay the total license fees calculated pursuant to this Rate Schedule A (i.e., the license fee for all Universities) for the Initial Term within 60 days of full execution of this Agreement. License fee for each Renewal Period must be made within 60 days of the first day of the Renewal Period.

This schedule is incorporated and made part of the Agreement.

NOTICE TO ALASKA PROPRIETORS. Alaska law (Alaska Stat. § 45.45.500 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at the time of the offer or within seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Global Music Rights: (1) *A schedule of the rates and terms of royalties under the contract, including any sliding scale, discounts, or reductions in rates on any basis, for which you may be eligible, and any scheduled increases or decreases in rates during the term of the contract;* Be advised that the rates and terms of Company's performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *Notice that Company has a toll-free telephone number from which you may obtain answers to inquiries concerning specific musical works and the copyright owners represented by Company;* Company's toll-free information hotline is 310-209-6444; and (3) *Notice that the most recent available list of the members or affiliates represented by Company and the most recent available list of the copyrighted musical works in Company's repertoire will be available on electronic media through the Cabaret Hotel and Restaurant Retail Association at Company's expense.*

NOTICE TO ARKANSAS PROPRIETORS. Arkansas law (Ark. Code Ann. § 4-76-101 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Be advised that the rates and terms of Company's performance right license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *At your request, the opportunity to review the most current available list of the members or affiliates represented by Company;* The most current listing of Company's members may be accessed at <http://globalmusicrights.com>. (3) *Notice that Company will make available, on your written request and at your sole expense, the most current available listing of the copyrighted musical works in the performing rights society's repertoire;* Requests for the most current available listing of Company's repertoire can be made at <http://globalmusicrights.com>. and (4) *A toll-free number that you can use to obtain answers to specific questions concerning the performing rights society's repertoire.* Company's toll-free information hotline is 310-209-6444.

NOTICE TO COLORADO PROPRIETORS. Colorado law (C.R.S.A. § 6-13-101 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract requiring you to pay royalties to Company: (1) *A description of the rules and terms of royalty payments required under the contract;* The description of rules and terms of royalty payments is contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part of the contract. (2) *A schedule of the rates and a description of the terms of royalty payments required under agreements executed by the copyright owner or performing rights society;* These items are contained in paragraphs 1, 3, 4, and/or 5 of the agreement and the rate schedule attached thereto and made a part of the contract. (3) *Information concerning how to obtain a current list of the copyright owners represented by that society;* A current list of the copyright owners represented by Company and the works licensed under the contract above is available at <http://globalmusicrights.com>. and (4) *Failure to provide you with this information will entitle you to bring an action against or to assert a counterclaim in an action brought by this performing rights society and, if you prevail, to recover three times your actual damages or one thousand dollars (\$1,000.00), whichever is greater, plus your costs and reasonable attorney fees under C.R.S.A. § 6-13-104.*

NOTICE TO FLORIDA PROPRIETORS. Florida law (Fla. Stat. 501.93) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract, and the basis upon which those rates were calculated;* Be advised that the rates and terms of Company's performance rights license & the basis upon which those rates were calculated, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *Notice that Company will make available, upon your written request, and upon your payment of the costs incurred in responding to your request, the most current available listing of the copyrighted musical works in Company's repertoire;* Any request for the most current list of the Company's repertoire should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, the Company's toll-free information hotline is 310-209-6444. (3) *Notice that Company has established a toll-free telephone number and a means of computer access from which you may obtain answers to inquiries concerning specific musical works and the copyright owners represented by Company;* Company's toll-free information hotline is 310-209-6444. The most current list of Company's works and affiliates may be accessed at <http://globalmusicrights.com>. (4) *Notice that a copy of each form of contract or agreement offered by Company to a proprietor in this state will be made available upon request of any proprietor;* Any request for copies of Company contracts should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. (5) *Notice that Company complies with federal law and with orders of courts having appropriate jurisdiction regarding rates and terms of royalties and the circumstances under which licenses for rights of public performance are offered to any proprietor;* (6) *Notice that you are entitled to the information provided in this notice, and that the failure of Company to provide this information is unlawful;* and (7) *Notice that you should consider obtaining a separate license or other form of authorization from those performing rights societies or copyright owners whose copyrighted musical works are not licensed pursuant to Company's performance rights contract.*

NOTICE TO IDAHO PROPRIETORS. Idaho law (Idaho Code § 48-1301 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing: (1) *Information as to whether specific copyrighted musical works are in Company's repertoire;* Company's toll-free information hotline is 310-209-6444. and (2) *The opportunity to review the most current available list of Company's members or affiliates.* The most current list of Company's affiliates may be accessed at <http://globalrightsmusic.com>.

NOTICE TO ILLINOIS PROPRIETORS. Illinois law (815 Ill. Comp. Stat. Ann. 637/1 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract requiring you to pay royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Be advised that the rates and terms of Company's performance right license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *The opportunity, at your request, to review the most current available list of the affiliates represented by Company;* The most current list of Company's affiliates may be accessed at <http://globalmusicrights.com>. and (3) *Notice that Company will make available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company's repertoire.* Requests for the most current list of the Company's repertoire can be made at <http://globalmusicrights.com>.

NOTICE TO INDIANA PROPRIETORS. Indiana law (Ind. Code § 32-37-2 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Be advised that the rates and terms of Company's performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *A toll-free telephone number from which you may obtain answers to inquiries concerning musical works and copyright owners represented by Company;* Company's toll-free information hotline is 310-209-6444. (3) *Notice that Company is in compliance with state and federal law and with orders of courts having jurisdiction over rates and terms of royalties and the licensing for public performance of copyrighted non-dramatic musical works;* and (4) *Notice that Company will make Global Music Rights -w- University of Iowa*

available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company's repertoire. Any request for the most current list of the Company's repertoire should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, Company's repertoire may be accessed at <http://globalmusicrights.com>.

NOTICE TO IOWA PROPRIETORS. Iowa law (Iowa Code § 549.1 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract requiring you to pay royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Be advised that the rates and terms of Company's performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *The opportunity, at your request, to review the most current available list of the affiliates represented by Company;* The most current list of Company's affiliates may be accessed at <http://globalmusicrights.com>. (3) *Notice that Company will make available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company's repertoire;* Any request for the most current list of the Company's repertoire should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, the Company's repertoire may be accessed at <http://globalmusicrights.com>. and (4) *Notice that Company complies with federal law and with orders of courts having appropriate jurisdiction regarding rates and terms of royalties and the circumstances under which licenses for rights of public performance are offered to any proprietor.*

NOTICE TO KANSAS PROPRIETORS. Kansas law (Kan. Stat. Ann. § 57-221 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under copyright law, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Be advised that the rates and terms of Company's performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *The opportunity, at your request, to review the most current available list of the affiliates represented by Company.* The most current list of Company's affiliates may be accessed at <http://globalmusicrights.com>. and (3) *Notice that Company will make available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company's repertoire.* Requests for the most current list of the copyrighted musical works in Company's repertoire can be made at <http://globalmusicrights.com>.

NOTICE TO MARYLAND PROPRIETORS. Maryland law (Md. Code Ann., Com. Law § 11-1401 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* The rates and terms of Company's performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *A schedule of the rates and terms of royalties under agreements executed by the performing rights society and proprietors of comparable businesses in the area;* Please contact Company at <http://www.globalmusicrights.com> or at 310-209-6444 to request this information. (3) *Company has a toll-free telephone number from which you may obtain answers to inquiries concerning specific musical works and the copyright owners represented by Company;* Company's toll-free information hotline is 310-209-6444. (4) *In the case of a performing rights society which offers discounts to proprietors in the area on any basis, the amounts and terms of those discounts;* and (5) *Notice that you are entitled to the information provided in this notice, and that failure of Company to provide this information may make the contract unenforceable.*

NOTICE TO MICHIGAN PROPRIETORS. Michigan law (Mich. Comp. Laws § 445.2101 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract including, but not limited to, any sliding scale, discounts, or reductions in fees on any basis for which you may be eligible and any schedule increases or decreases in fees during the term of the contract;* Be advised that the rates and terms of Company's performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *Notice that Company shall, upon your request and before entering into a contract with you, provide a schedule of the rates and terms of royalties under contracts executed by Company and proprietors of comparable businesses in the state within the past 12 months;* Any request for such a schedule should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. (3) *Notice that Company has established an electronic database of its repertoire, a toll-free telephone number that can be used to answer inquiries regarding specific musical works licensed by Company and that Company shall provide, upon request and at cost, a copy of its most current lists of copyrighted musical works and members;* Company's toll-free information hotline is 310-209-6444. Any request for a copy of the most current list of Company's copyrighted musical works and members can be made at <http://globalmusicrights.com>. (4) *Notice of the fact that there are exemptions that may exclude you from liability under the copyright laws;* The United States Copyright Act is set forth at 17 U.S.C. § 101 et seq. Exemptions are set forth at 17 U.S.C. §§ 105-110. Please contact your attorney for advice as to the applicability of any exemptions to your premises. and (5) *Notice that you are entitled to the foregoing information and that the failure to provide this information is a violation.*

NOTICE TO MINNESOTA PROPRIETORS. Minnesota law (Minn. Stat. § 325E.50 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Be advised that the rates and terms of Company's performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *The opportunity, at your request, to review the most current available list of the affiliates represented by Company;* The most current list of Company's affiliates may be accessed at <http://globalmusicrights.com>. and (3) *Notice that Company will make available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company's repertoire.* The Company's repertoire may be requested at <http://globalmusicrights.com>.

NOTICE TO MISSOURI PROPRIETORS. Missouri law (Mo. Ann. Stat. § 436.150 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract, including any sliding scale, discounts, or reductions in fees on any basis for which you may be eligible, and any scheduled increases or decreases in fees during the term of the contract;* Be advised that the rates and terms of Company's royalties, including any sliding scale, discounts, or reductions in fees on any basis for which you may be eligible, and any scheduled increases or decreases in fees during the term of the contract, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *The opportunity to review, upon your request, the most currently available list of the copyright owners' licenses by Company at your premises;* and (3) *Notification of the method that you must use to obtain a listing of the copyrighted works licensed by contract, including the location of such listing of works licensed by Company and Company's toll-free information hotline number.* Company's repertoire can be accessed at <http://globalmusicrights.com>. A listing may be requested at the same address. Company's toll-free information hotline is 310-209-6444.

NOTICE TO NEW JERSEY PROPRIETORS. New Jersey law (N.J. Stat. Ann. § 56:3A-1 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract, and upon your request amounts and terms of any discounts offered to proprietors in your county;* Be advised that the rates and terms of Company's performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *Notice that Company will make available, upon your written request, and upon your payment of the costs incurred in responding to your request, the most current available listing of the copyrighted musical works in Company's repertory;* Any request for the most current list of Company's repertory should be made at <http://globalmusicrights.com>. (3) *Notice that Company has established a toll-free telephone number and a means of computer access from which you may obtain answers to inquiries concerning specific musical works and the copyright owners represented by Company;* Company's toll-free information hotline is 310-209-6444. The most current list of Company's works and affiliates may be accessed at <http://globalmusicrights.com>. and (4) *Notice that you are entitled to the foregoing information and that the failure to provide this information is a violation of the Music Licensing Practices Act.*

NOTICE TO NEW YORK PROPRIETORS. New York law (N.Y. Arts & Cult. Aff. Law § 31.04) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Be advised that the rates and terms of Company's performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *The opportunity, at your request, to review the most current available list of the affiliates represented by Company;* The most current list of Company's affiliates is available on-line and may be accessed at <http://globalmusicrights.com>.

(3) *Notice that Company will make available, upon your written request, or the request of a bona fide trade association representing you, and at your sole expense, or the sole expense of the association, by electronic means or otherwise, the most current available listing of the copyrighted musical works in Company's repertory;* Any request for the most current list of the Company repertory should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, the Company repertory is available at <http://globalmusicrights.com>. (4) *Notice that Company has a toll-free telephone number from which you may obtain answers to inquiries regarding specific musical works and the copyright owners represented by Company;* Company's toll-free information hotline is 310-209-6444. and (5) *Notice that Company complies with federal law and with orders of courts having appropriate jurisdiction regarding rates and terms of royalties and the circumstances under which licenses for rights for public performance are offered to any proprietor.*

NOTICE TO NORTH DAKOTA PROPRIETORS. North Dakota law (N.D. Cent. Code § 47-21.2-01 et seq.) requires Global Music Rights, ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information prior to the execution of any contract for the payment of royalties to Company: (1) *Notice that Company will provide information as to whether specific copyrighted musical works are in the Company's repertoire* This information can be accessed by calling Company's toll-free hotline at 310-209-6444. and (2) *The opportunity to review the most current available list of Company's affiliates.* The most current available list of Company's affiliates can be accessed at <http://globalmusicrights.com>.

NOTICE TO OKLAHOMA PROPRIETORS. Oklahoma law (Okla. Stat. Ann. tit. 15, § 790) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Please be advised that Global Music Rights' license agreement contains such a schedule of the rates and terms of royalties in paragraphs 1, 3, 4, and/or 5 of the contract, along with the rate schedule that is attached to the license and made a part of the contract. and (2) *Annual notice, in a form prescribed by the Attorney General, that the proprietor is entitled to this information.*

NOTICE TO OREGON PROPRIETORS. Oregon law (Or. Rev. Stat. Ann. § 647.700) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information prior to the execution of any contract for the payment of royalties to Company: (1) *Notice that Company will provide information as to whether specific copyrighted musical works are in the repertoire of Company;* Company's toll-free information hotline is 310-209-6444. (2) *The opportunity to review the most current available list of Company's affiliates;* The most current available list of Company's affiliates can be accessed at <http://globalmusicrights.com>. and (3) *A schedule of the rates and terms of royalties under the contract, including any sliding scale or schedule for any increase or decrease of the rates for the duration of the contract.* Be advised that the rates and terms of Company's performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof.

NOTICE TO TEXAS PROPRIETORS. Texas law (Tex. Occ. Code Ann. § 2102 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Be advised that the rates and terms of Company's performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *The opportunity, at your request, to review the most current available list of the affiliates represented by Company;* The most current list of Company's affiliates may be accessed at <http://globalmusicrights.com>. (3) *Notice that Company will make available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company's repertory;* and (4) *Notice that Company will identify the method for securing the list.* Any request for the most current list of the Company repertory should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, the Company repertory may be accessed at <http://globalmusicrights.com>.

NOTICE TO UTAH PROPRIETORS. Utah law (Utah Code Ann. § 13-10a-1 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *Any sliding scale, discounts, or reductions in fees on any basis for which you may be eligible;* and (2) *Any scheduled increases or decreases in fees during the term of the contract.* Be advised that the rates and terms of Company's performance rights license, including any discounts available and any scheduled increases or decreases, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof.

NOTICE TO VIRGINIA PROPRIETORS. Virginia law (Va. Code Ann. § 59.1-460 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *Notice that Company has filed for public inspection, within the previous twelve months, with the State Corporation Commission (i) a certified copy of each form of performing rights contract or license agreement providing for the payment of royalties made available from Company to any Virginia proprietor; (ii) the most current available list of Company's members or affiliates; and (iii) the most current available listing of the copyrighted musical works in Company's repertory;* (2) *Company will make available, upon request, to any proprietor, by electronic means or otherwise, information as to whether specific copyrighted musical works are in its repertory;* Information as to whether specific copyrighted musical works are in Company's repertory can be Global Music Rights -w- University of Iowa

accessed by calling Company's toll-free information hotline at 310-209-6444. (3) *Company will make available, upon your written request, any of the information referred to in subdivision 1 of this section, at your sole expense, provided that such notice shall specify the means by which such information can be secured;* Any request for the list of Company affiliates or for Company's repertory should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, Company's repertory may be accessed at <http://globalmusicrights.com>. and (4) *Notice that Company complies with federal law and with orders of courts having appropriate jurisdiction regarding rates and terms of royalties and the circumstances under which licenses for rights of public performance are offered to any proprietor.*

NOTICE TO WISCONSIN PROPRIETORS. Wisconsin law (Wis. Stat. Ann. § 100.206) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at the time of the offer or between the time of the offer and seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *Notice that Company must file annually for public inspection with the Wisconsin Department of Agriculture, Trade, and Consumer Protection a certified copy of each document that is used at the time of the filing by Company to enter into a contract with a proprietor who operates a retail establishment or restaurant in this state; and a list, that is the most current list available at the time of the filing, of the copyright owners who are represented by Company and of the musical works licensed by Company;* (2) *Company must make available by telephone or other electronic means, upon your request, information as to whether a specific musical work is licensed under a contract entered into by the performing rights society and a copyright owner;* Company's toll-free information hotline is 310-209-6444. Alternatively, Company's repertory may be accessed at <http://globalmusicrights.com>. (3) *Notice that Company will make available, upon your written request and your sole expense, any of the information required to filed under subdivision 1;* Any such request should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. and (4) *Notice that Company complies with any applicable federal law or court order that relates to the rates and terms of royalties to be paid by you or that relates to the circumstances or methods under which contracts subject to this section are offered to you.*

NOTICE TO WYOMING PROPRIETORS. Wyoming law (Wyo. Stat. Ann. § 40-13-301 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Be advised that the rates and terms of Company's performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *The opportunity, at your request, to review the most current available list of the affiliates represented by Company;* The most current list of Company's affiliates may be accessed at <http://globalmusicrights.com>. (3) *Notice that Company will make available, upon your written request, or the request of a bona fide trade association representing you, and at your sole expense or the sole expense of the association, by electronic means or otherwise, the most current available listing of the copyrighted musical works in Company's repertory;* The most current list of the Company repertory may be accessed at <http://globalmusicrights.com>. (4) *Notice that Company has a toll-free telephone number which you can use to obtain answers to inquiries concerning specific musical works and the copyright owners represented by;* Company's toll-free information hotline is 310-209-6444. and (5) *Notice that Global Music Rights complies with federal law and with orders of courts having appropriate jurisdiction regarding rates and terms of royalties and the circumstances under which licenses for rights of public performance are offered to any proprietor.*