ASCAP EXPERIMENTAL LICENSE AGREEMENT FOR INTERACTIVE SERVICES – RELEASE 2.1

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

_____ ("you" or "Licensee"), located at
Licensee Name

_____
Street Address or P.O. Box City State ZIP Code

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

3. Definitions:

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

_____

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

http://_____

or which is otherwise accessible in the following manner:

_____

(b) **"Transmissions"** are all transmissions of content made by the Interactive Service, or to which access is provided by the Interactive Service.

(c) **"Users"** are all those to whom Transmissions are made, or to whom access to Transmissions is provided by the Interactive Service.

(d) The **"ASCAP Repertory"** consists of all copyrighted musical compositions written or published by ASCAP's members or by the members of affiliated foreign performing rights societies, including compositions written or published during the term of this agreement, and for which ASCAP has the right to license non-dramatic public performances.

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

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

6. Limitations on License:

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

(b) This license may not be assigned or sublicensed without ASCAP's written consent.

(c) This license is limited to Transmissions originating from, and Transmissions that are accessed by Users from within, the United States, its territories and possessions, and the Commonwealth of Puerto Rico.

(d) Nothing in this agreement grants you, or authorizes you to grant to any User, or to anyone else, any right to reproduce, copy or distribute by any means, method or process whatsoever, any of the musical compositions licensed by this agreement, including, but not limited to, transferring or downloading any such musical composition to a computer hard drive, or otherwise copying the composition onto any other storage medium.

(e) Nothing in this agreement grants you, or authorizes you to grant any User, or to anyone else, any right to reproduce, copy, distribute or perform publicly by any means, method or process whatsoever, any sound recording embodying any of the musical compositions licensed under this agreement.

(f) Nothing in this agreement grants, or authorizes you to grant to any User, or to anyone else, any right to perform publicly by any means, method or process whatsoever, any of the musical compositions licensed under this agreement, including, but not limited to, any transmission, retransmission, further transmission, or accessing of any of those compositions.

(g) Nothing in this agreement grants, or authorizes you to grant to anyone, a "Through-to-the-Audience License," as that term is used in the Second Amended Final Judgment entered in United States v. ASCAP, Civ. Action No. 41-1395 (S.D.N.Y. June 11, 2001).

(h) This license is limited to non-dramatic performances, and does not authorize any dramatic performances; nor does it extend to or include the public performance of any opera, operetta, musical comedy, play, or like production, as such, in whole or in part.

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

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

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

(a) Initial License Fee Report. Upon entering into this agreement, you will submit an Initial License Fee Report based on actual information, and good faith estimates of any unknown information, for the period from the Effective Date of this agreement until December 31 of the same year.

(b) Annual License Fee Reports. You will submit an Annual License Fee Report Form ("A," "B" or "C") for each year.

(c) License Fee Payments. You will submit license fee payments quarterly on or before January 1, April 1, July 1 and October 1 of each year. Each such payment shall be equal to one-fourth (1/4) of the license fee for the preceding calendar year; provided, however, that in any year for which your estimated license fee is less than one thousand dollars ($1,000.00), you will submit payments of two hundred fifty dollars ($250.00) each, or the balance of the license fee due for that year, whichever is less. (For example, if your estimated license fee is $650.00, you will make quarterly payments of $250.00, $250.00, $150.00 and $0.00).

(d) Late Report Payments. If ASCAP does not receive your Annual License Fee Report Form when due, you will submit quarterly license fee payments that are twenty-four percent (24%) higher than the quarterly payments due for the preceding year, and payments will continue at that increased rate until ASCAP receives the late report.

(e) Annual Adjustment. With each Annual License Fee Report Form you will submit payment of any license fees due over and above all amounts that you paid for the year to which the report pertains. If the fee due is less than the amount you paid, ASCAP will apply the excess to the next quarterly payment due under this agreement. If the excess is greater than one (1) quarterly payment, ASCAP

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

(f) Late Payment Charge. You will pay a finance charge of one and one half percent (1-1/2%) per month, or the maximum rate permitted by state law, whichever is less, from the date due, on any required payment that is not made within thirty (30) days of its due date.

(g) Music Use Reports. You agree to provide ASCAP, at ASCAP's request, with reports regarding the musical compositions contained in your Transmissions for a particular calendar quarter. Your reports will be submitted in either the "Digital Message Suite" format specified by the Digital Data Exchange, LLC (DDEX), located at http://www.ddex.net, or the format contained in one or both of the "Music Use Report Format" forms attached to this agreement. If you are not able to provide music use information in either the DDEX format or those contained in the attached forms, you agree that you are obligated to, and that you shall, immediately contact ASCAP at ASCAPNewMedia@ascap.com to arrange for delivery of the requested information in a mutually acceptable format.

10. Report Verification:

(a) ASCAP has the right to examine your books and records, and you agree to obtain for ASCAP the right to examine the books and records of any partner in, or co-publisher of, your Interactive Service, in order to verify any required report. ASCAP may exercise this right by giving you thirty (30) days written notice of ASCAP's intention to conduct an examination. You agree to furnish all pertinent books and records, including electronic records, to ASCAP's authorized representatives, during customary business hours. ASCAP will consider all data and information derived from ASCAP's examination as completely confidential. ASCAP will not disclose such confidential data and information without your prior written consent, except as may be required by law or legal process, and then only upon prior written notice to you.

(b) If ASCAP's examination shows that you underpaid license fees, you agree to pay a finance charge of one and one half percent (1-1/2%) per month, or the maximum rate permitted by state law, whichever is less, on the license fees due from the date ASCAP bills you for that amount or, if the underpayment is five percent (5%) or more, from the date or dates that the license fees should have been paid.

(c) You may dispute all or part of ASCAP's claim for additional fees. You may do so by advising ASCAP in writing within thirty (30) days from the date ASCAP bills the additional fees to you of the basis for your dispute, and by paying the undisputed portion of ASCAP's claim with the applicable finance charges. If there is a good faith dispute between you and ASCAP concerning all or part of ASCAP's claim, ASCAP will defer finance charges on the disputed amount until sixty (60) days after ASCAP has responded to you, and will pro rate finance charges based on the resolution of the dispute.

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

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

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

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

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

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

IN WITNESS WHEREOF, this Agreement has been duly executed by ASCAP and Licensee this_____ day of **_____, 20___.**

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS	
_____ Signature	_____ Licensee Name
_____ Print Your Name	_____ Signature
_____ Title	_____ Print Your Name
	_____ Title
	(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under printed name of signing partner; (c) If individual owner, write "individual owner" under printed name.)

RATE SCHEDULE "A"

REPORT FORM
ASCAP EXPERIMENTAL LICENSE AGREEMENT
FOR INTERACTIVE SERVICES – RELEASE 2.1

PART I. ACCOUNT INFORMATION

REPORT PERIOD: _____THRU 12/31/_____

LICENSEE NAME: _____

POSTAL ADDRESS: _____

SERVICE URL: http://_____ E-MAIL: _____

PHONE NUMBER: _____ FACSIMILE NUMBER: _____

PART II. DEFINITIONS

(a) The terms **"Interactive Service," "Transmissions"** and **"Users"** are defined in subparagraphs 3(a), (b) and (c) of the license agreement.

(b) **"User Revenue"** means all payments made by, on behalf of, or to enable, Users to access Transmissions including, but not limited to, subscriber fees, connect time charges, and any other access fees, whether made directly to you or to any entity under the same or substantially the same ownership, management or control as you, or to any other person, firm or corporation including, but not limited to, any partner or co-publisher of your Interactive Service, pursuant to an agreement or as directed or authorized by you or any of your agents or employees.

(c) **"Sponsor Revenue"** means all payments made by or on behalf of sponsors, advertisers, program suppliers, content providers, or others in connection with your Interactive Service including, but not limited to, payments associated with syndicated selling, on-line franchising, associates or affiliate programs, bounty, e-commerce or other revenue. **"Sponsor Revenue"** also means the value of any goods or services you received from any source as barter in connection with your Interactive Service including, but not limited to, barter you received in exchange for providing advertising time or space. **"Sponsor Revenue"** includes all payments, or the value of goods or services, described in this paragraph, whether made or given directly to you or to any entity under the same or substantially the same ownership, management or control as you, or to any other person, firm or corporation including, but not limited to, any partner or co-publisher of your Interactive Service, pursuant to an agreement or as directed or authorized by you or any of your agents or employees.

(d) **"Adjustment to Sponsor Revenue"** means advertising agency commissions not to exceed fifteen percent (15%) actually allowed to an advertising agency that has no direct or indirect ownership or managerial connection with you or your Interactive Service. **"Net Sponsor Revenue"** means Sponsor Revenue, minus Adjustment to Sponsor Revenue.

(e) **"Service Revenue"** means the total of all User Revenue and Net Sponsor Revenue.

(f) **"Service Session"** is an individual visit and/or access to your Interactive Service by a User. If any such visit or access exceeds one (1) hour in duration, each period of one (1) hour, or portion in excess thereof, shall be treated as a single "Service Session." For example, if a User visits or accesses your Service twice in one (1) day, once for fifteen (15) minutes and a second time for forty (40) minutes, that User has generated two (2) "Service Sessions." If a User visits or accesses your Service for an uninterrupted period of two and a half (2.5) hours, that User has generated three (3) "Service Sessions."

PART III. REVENUE BASED
LICENSE FEE CALCULATION FOR RATE SCHEDULE "A"

1. **Sponsor Revenue** ..... $ _____
2. **Adjustment to Sponsor Revenue** ..... $ _____
3. **Net Sponsor Revenue** (subtract line 2 from line 1) ..... $ _____
4. **User Revenue** ..... $ _____
5. **Service Revenue** (add lines 3 and 4) ..... $ _____
6. **Rate Based on Service Revenue** ..... x 0.030
7. **Revenue Based License Fee** (multiply lines 5 by line 6) ..... $ _____

PART IV. SESSION BASED
LICENSE FEE CALCULATION FOR RATE SCHEDULE "A"

SESSION VALUE

8. **Number of Service Sessions** ..... _____
9. **Rate Based on Service Sessions** ..... x 0.0009
10. **Session Based License Fee** (multiply line 8 by line 9) ..... $ _____

PART V. LICENSE FEE CALCULATION FOR RATE SCHEDULE "A"

11. **Licensee Fee** (enter line 7 or line 10, whichever is greater) ..... $ _____
12. **Minimum License Fee** (not subject to pro-ration) ..... $ 340.00
13. **LICENSE FEE DUE** (enter amount from line 11 or line 12, whichever is greater) ..... $ _____

PART VI. CERTIFICATION

We certify that this report is true and correct and that all books and records necessary to verify this report are now and will continue to be available for ASCAP's examination in accordance with the terms of the license agreement.

_____ _____
Signature Date

_____
Print Name and Title

RATE SCHEDULE "B"

REPORT FORM
ASCAP EXPERIMENTAL LICENSE AGREEMENT
FOR INTERACTIVE SERVICES – RELEASE 2.1

PART I. ACCOUNT INFORMATION

REPORT PERIOD: _____THRU 12/31/_____

LICENSEE NAME: _____

POSTAL ADDRESS: _____

SERVICE URL: http://_____ E-MAIL: _____

PHONE NUMBER: _____ FACSIMILE NUMBER: _____

PART II. DEFINITIONS

(a) The terms **"Interactive Service," "Transmissions"** and **"Users"** are defined in subparagraphs 3(a), (b) and (c) of the license agreement.

(b) **"User Revenue"** means all payments made by, on behalf of, or to enable, Users to access Transmissions including, but not limited to, subscriber fees, connect time charges, and any other access fees, whether made directly to you or to any entity under the same or substantially the same ownership, management or control as you, or to any other person, firm or corporation including, but not limited to, any partner or co-publisher of your Interactive Service, pursuant to an agreement or as directed or authorized by you or any of your agents or employees.

(c) **"Sponsor Revenue"** means all payments made by or on behalf of sponsors, advertisers, program suppliers, content providers, or others in connection with your Interactive Service including, but not limited to, payments associated with syndicated selling, on-line franchising, associates or affiliate programs, bounty, e-commerce or other revenue. **"Sponsor Revenue"** also means the value of any goods or services you received from any source as barter in connection with your Interactive Service including, but not limited to, barter you received in exchange for providing advertising time or space. **"Sponsor Revenue"** includes all payments, or the value of goods or services, described in this paragraph, whether made or given directly to you or to any entity under the same or substantially the same ownership, management or control as you, or to any other person, firm or corporation including, but not limited to, any partner or co-publisher of your Interactive Service, pursuant to an agreement or as directed or authorized by you or any of your agents or employees.

(d) **"Adjustment to Sponsor Revenue"** means advertising agency commissions not to exceed fifteen percent (15%) actually allowed to an advertising agency that has no direct or indirect ownership or managerial connection with you or your Interactive Service. **"Net Sponsor Revenue"** means Sponsor Revenue, minus Adjustment to Sponsor Revenue.

(e) **"Service Revenue"** means the total of all User Revenue and Net Sponsor Revenue.

(f) **"Service Session"** is an individual visit and/or access to your Interactive Service by a User. If any such visit or access exceeds one (1) hour in duration, each period of one (1) hour, or portion in excess thereof, shall be treated as a single "Service Session." For example, if a User visits or accesses your Service twice in one (1) day, once for fifteen (15) minutes and a second time for forty (40) minutes, that User has generated two (2) "Service Sessions." If a User visits or accesses your Service for an uninterrupted period of two and a half (2.5) hours, that User has generated three (3) "Service Sessions."

(g) **"Music Session"** is a Service Session in which a User receives any Transmission that includes any performance(s) of music.

PART III. REVENUE BASED
LICENSE FEE CALCULATION FOR RATE SCHEDULE "B"

SERVICE REVENUE

1. **Sponsor Revenue** ..... $ _____
2. **Adjustment to Sponsor Revenue** ..... $ _____
3. **Net Sponsor Revenue** (subtract line 2 from line 1) ..... $ _____
4. **User Revenue** ..... $ _____
5. **Service Revenue** (add lines 3 and 4) ..... $ _____

VALUE ATTRIBUTABLE TO PERFORMANCES OF MUSIC

6. **Number of Service Sessions** ..... _____
7. **Number of Music Sessions** ..... _____
8. **Ratio** (divide line 7 by line 6 to three decimals) ..... _____
9. **Service Revenue** (from line 5) ..... $ _____
10. **Value Attributable to Performances of Music** (multiply line 8 by line 9) ..... $ _____
11. **Rate Based on Service Revenue** ..... x 0.0495
12. **Revenue Based License Fee** (multiply line 10 by line 11) ..... $ _____

PART IV. SESSION BASED
LICENSE FEE CALCULATION FOR LICENSE FEE REPORT FORM "B"

SESSION VALUE

13. **Number of Service Sessions** (from line 6) ..... _____
14. **Number of Music Sessions** (from line 7) ..... _____
15. **Rate Based on Service Sessions** ..... x 0.0014
16. **Session Based License Fee** (multiply line 14 by line 15) ..... $ _____

PART V. LICENSE FEE CALCULATION FOR RATE SCHEDULE "B"

17. **Licensee Fee** (enter line 12 or line 16, whichever is greater) ..... $ _____
18. **Minimum License Fee** (not subject to pro-ration) ..... $ 340.00
19. **LICENSE FEE DUE** (enter amount from line 17 or line 18, whichever is greater) ..... $ _____

PART VI. CERTIFICATION

We certify that this report is true and correct and that all books and records necessary to verify this report are now and will continue to be available for ASCAP's examination in accordance with the terms of the license agreement.

_____ _____
Signature Date

_____
Print Name and Title

RATE SCHEDULE "C"

REPORT FORM
ASCAP EXPERIMENTAL LICENSE AGREEMENT
FOR INTERACTIVE SERVICES – RELEASE 2.1

PART I. ACCOUNT INFORMATION

REPORT PERIOD: _____THRU 12/31/_____

LICENSEE NAME: _____

POSTAL ADDRESS: _____

SERVICE URL: http://_____ E-MAIL: _____

PHONE NUMBER: _____ FACSIMILE NUMBER: _____

PART II. DEFINITIONS

(a) The terms **"Interactive Service," "Transmissions"** and **"Users"** are defined in subparagraphs 3(a), (b) and (c) of the license agreement.

(b) **"User Revenue"** means all payments made by, on behalf of, or to enable, Users to access Transmissions including, but not limited to, subscriber fees, connect time charges, and any other access fees, whether made directly to you or to any entity under the same or substantially the same ownership, management or control as you, or to any other person, firm or corporation including, but not limited to, any partner or co-publisher of your Interactive Service, pursuant to an agreement or as directed or authorized by you or any of your agents or employees.

(c) **"Sponsor Revenue"** means all payments made by or on behalf of sponsors, advertisers, program suppliers, content providers, or others in connection with your Interactive Service including, but not limited to, payments associated with syndicated selling, on-line franchising, associates or affiliate programs, bounty, e-commerce or other revenue. **"Sponsor Revenue"** also means the value of any goods or services you received from any source as barter in connection with your Interactive Service including, but not limited to, barter you received in exchange for providing advertising time or space. **"Sponsor Revenue"** includes all payments, or the value of goods or services, described in this paragraph, whether made or given directly to you or to any entity under the same or substantially the same ownership, management or control as you, or to any other person, firm or corporation including, but not limited to, any partner or co-publisher of your Interactive Service, pursuant to an agreement or as directed or authorized by you or any of your agents or employees.

(d) **"Adjustment to Sponsor Revenue"** means advertising agency commissions not to exceed fifteen percent (15%) actually allowed to an advertising agency that has no direct or indirect ownership or managerial connection with you or your Interactive Service. **"Net Sponsor Revenue"** means Sponsor Revenue, minus Adjustment to Sponsor Revenue.

(e) **"Service Revenue"** means the total of all User Revenue and Net Sponsor Revenue.

(f) **"Service Session"** is an individual visit and/or access to your Interactive Service by a User. If any such visit or access exceeds one (1) hour in duration, each period of one (1) hour, or portion in excess thereof, shall be treated as a single "Service Session." For example, if a User visits or accesses your Service twice in one (1) day, once for fifteen (15) minutes and a second time for forty (40) minutes, that User has generated two (2) "Service Sessions." If a User visits or accesses your Service for an uninterrupted period of two and a half (2.5) hours, that User has generated three (3) "Service Sessions."

(g) **"Music Session"** is a Service Session in which a User receives any Transmission that includes any performance(s) of music.

(h) **"Performance of Music"** is any performance of music contained in any Transmission.

(i) **"Performance of ASCAP Music"** is any performance of music that is of a musical work in the ASCAP Repertory not otherwise licensed.

PART III. REVENUE BASED LICENSE FEE CALCULATION FOR RATE SCHEDULE "C"

SERVICE REVENUE

1. **Sponsor Revenue** ..... $_____
2. **Adjustment to Sponsor Revenue** ..... $_____
3. **Net Sponsor Revenue** (subtract line 2 from line 1) ..... $_____
4. **User Revenue** ..... $_____
5. **Service Revenue** (add lines 3 and 4) ..... $_____

VALUE ATTRIBUTABLE TO PERFORMANCES OF MUSIC

6. **Number of Service Sessions** ..... _____
7. **Number of Music Sessions** ..... _____
8. **Ratio** (divide line 7 by line 6 to three decimals) ..... _____
9. **Service Revenue** (from line 5) ..... $ _____
10. **Value Attributable to Performances of Music** (multiply line 8 by line 9) ..... $ _____

VALUE ATTRIBUTED TO PERFORMANCES OF ASCAP MUSIC

11. **Number of Performances of Music** ..... _____
12. **Number of Performances of ASCAP Music** ..... _____
13. **Ratio** (divide line 12 by line 11 to three decimals) ..... _____
14. **Value Attributable to Performances of Music** (from line 10) ..... $_____
15. **Value Attributable to Performances of ASCAP Music** (multiply line 13 by line 14) ..... $_____
16. **Rate Based on Revenue** ..... x 0.065
17. **Revenue Based License Fee** (multiply line 15 by line 16) ..... $_____

PART IV. SESSION BASED LICENSE FEE CALCULATION FOR RATE SCHEDULE "C"

SESSION VALUE

18. **Number of Service Sessions** (from line 6) ..... _____
19. **Number of Music Sessions** (from line 7) ..... _____
20. **Number of Performances of Music** (from line 11) ..... _____
21. **Number of Performances of ASCAP Music** (from line 12) ..... _____
22. **Ratio** (divide line 21 by line 20 to three decimals) ..... _____
23. **Sessions Attributable to Performances of ASCAP Music** (multiply line 19 by line 22) ..... _____
24. **Rate Based on Sessions** ..... x 0.0025
25. **Session Based License Fee** (multiply line 23 by line 24) ..... $_____

PART V. LICENSE FEE CALCULATION FOR RATE SCHEDULE "C"

26. **Licensee Fee** (enter line 17 or line 25, whichever is greater) ..... $_____
27. **Minimum License Fee** (not subject to pro-ration) ..... $ 340.00
28. **LICENSE FEE DUE** (enter amount from line 26 or line 27, whichever is greater) ..... $ _____

PART VI. CERTIFICATION

We certify that this report is true and correct and that all books and records necessary to verify this report are now and will continue to be available for ASCAP's examination in accordance with the terms of the license agreement.

_____ _____
Signature Date

_____
Print Name and Title

ASCAP Music Use Report Format

FORM 1

Audio-only & Music Video

PLEASE USE THE FOLLOWING DATA LAYOUT

FIELD NAME	DATA TYPE (Length)	FORMAT
Service Name	Character (40)	
Service URL	Character (40)	
Work Title (song, composition, commercial, etc.)	Character (35)	
Product Name	Character (35)	Commercials Only
Writer / Composer Name	Character (35)	
Artist / Performer Name	Character (35)	
Usage Type	Character (02)	**F** for ***Feature*** **BG** for ***Background*** **TH** for ***Theme*** **J** for ***Jingle***
Performance Type	Character (02)	**IT** for ***Interactive*** **NI** for ***Non-Interactive***
Performance Date	Numeric (08)	**MMDDYYYY**
Performance Duration	Numeric (04)	**MMSS**
Number of Performances	Numeric (08)	

PLEASE SUBMIT REPORTS USING ONE OF THE FOLLOWING METHODS:

EMAIL: Attach Reports to email to ASCAPNewMedia@ascap.com. In the subject line, please indicate Service Name, "Audio/Music Video" or "Audio-Visual" or both.

FTP: To submit data via FTP, please email ASCAPNewMedia@ascap.com for instructions.

QUESTIONS ABOUT FORM 1? ASCAPNewMedia@ascap.com.

ASCAP Music Use Report Format

FORM 2

Audio-Visual Programming

(e.g. television, film, original programming, etc.)

PLEASE USE THE FOLLOWING DATA LAYOUT

FIELD NAME	DATA TYPE (LENGTH)	FORMAT
Service Name	Character (40)	
Service URL	Character (40)	
Series Title	Character (40)	Leave blank if not a Series
Program Name (episode, film, other)	Character (40)	
Program URL	Character (250)	Leave blank if not User Generated Content
Program Date	Numeric (08)	**MMDDYYYY**
Program Duration	Numeric (04)	**MMSS**
Number of Program Plays	Numeric (08)	
Production Company	Character (50)	
Cue Sheet Submitted?	Character (01)	**Y** for ***Yes*** **N** for ***No***
Production Company Contact Information	Character (80)	Required if Cue Sheet is not submitted

PLEASE SUBMIT REPORTS AND CUE SHEETS USING THE FOLLOWING METHODS:

EMAIL: Attach Reports to email to ASCAPNewMedia@ascap.com. In the subject line, please indicate Service Name, "Audio/Music Video" or "Audio-Visual" or both.

RAPIDCUE: Industry-accepted, free and easy to use standard for submission of cue sheets. Go to: http://www.rapidcue.com.

FTP: To submit data via FTP, please email ASCAPNewMedia@ascap.com for instructions.

QUESTIONS ABOUT FORM 2? ASCAPNewMedia@ascap.com.