

2008 ANNUAL REPORT FORM "A"

**REPORT FORM
ASCAP EXPERIMENTAL LICENSE AGREEMENT
FOR INTERACTIVE SITES & SERVICES – RELEASE 2.0**

PART I. ACCOUNT INFORMATION

REPORT PERIOD: _____ THRU 12/31/ 2008

LICENSEE NAME: _____

POSTAL ADDRESS: _____

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

PHONE NUMBER: _____ FACSIMILE NUMBER: _____

PART II. DEFINITIONS

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

(b) **"User Revenue"** means all payments made by or on behalf of Users to access Internet Transmissions including, but not limited to, subscriber fees, connect time charges, and any other access fees.

(c) **"Sponsor Revenue"** means all payments made by or on behalf of sponsors, advertisers, program suppliers, content providers, or others for use of the facilities of your Interactive Site or Service including, but not limited to, payments associated with syndicated selling, on-line franchising and associates programs. **"Sponsor Revenue"** also means all payments from whatever source derived upon your sale or other disposition of goods or services you received as barter for use of the facilities of your Interactive Site or Service including, but not limited to, payments for the sale of advertising time or space.

(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 Site or Service.

(e) **"Site/Service Revenue"** includes all specified payments and expenditures 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 Site or Service, pursuant to an agreement or as directed or authorized by you or any of your agents or employees.

(f) **"Session Value"** is the value derived from the number of "Site/Service Sessions" that an Interactive Site or Service generates.

(g) **"Site/Service Session"** is an individual visit and/or access to your Interactive Site or 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 "Site/Service Session." For example, if a User visits or accesses your Site or 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) "Site/Service Sessions." If a User visits or accesses your Site or Service for an uninterrupted period of two and a half (2.5) hours, that User has generated three (3) "Site/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.	Site/Service Revenue (add lines 3 and 4).....	\$	_____
6.	Rate Based on Site/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"**

8.	Number of Site/Service Sessions	_____
9.	Rate Based on Site/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 your examination in accordance with the terms of the license agreement.

Signature

Date

Print Name and Title

2008 ANNUAL REPORT FORM "B"

**REPORT FORM
ASCAP EXPERIMENTAL LICENSE AGREEMENT
FOR INTERACTIVE SITES & SERVICES – RELEASE 2.0**

PART I. ACCOUNT INFORMATION

REPORT PERIOD: _____ THRU 12/31/ 2008

LICENSEE NAME: _____

POSTAL ADDRESS: _____

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

PHONE NUMBER: _____ FACSIMILE NUMBER: _____

PART II. DEFINITIONS

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

(b) "**Sponsor Revenue**" means all payments made by or on behalf of sponsors, advertisers, program suppliers, content providers, or others for use of the facilities of your Interactive Site or Service including, but not limited to, payments associated with syndicated selling, on-line franchising and associates programs. "**Sponsor Revenue**" also means all payments from whatever source derived upon your sale or other disposition of goods or services you received as barter for use of the facilities of your Interactive Site or Service including, but not limited to, payments for the sale of advertising time or space.

(c) "**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 Site or Service.

(d) "**User Revenue**" means all payments made by or on behalf of Users to access Internet Transmissions including, but not limited to, subscriber fees, connect time charges, and any other access fees.

(e) "**Site/Service Revenue**" includes all specified payments and expenditures 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 Site or Service, pursuant to an agreement or as directed or authorized by you or any of your agents or employees.

(f) "**Session Value**" is the value derived from the number of "Site/Service Sessions" that an Interactive Site or Service generates.

(g) "**Site/Service Session**" is an individual visit and/or access to your Interactive Site or 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 "Interactive Site/Service Session." For example, if a User visits or accesses your Site or 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) "Interactive Site/Service Sessions." If a User visits or accesses your Site or Service for an uninterrupted period of two and a half (2.5) hours, that User has generated three (3) "Interactive Site/Service Sessions."

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

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

SITE/SERVICE REVENUE

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

VALUE ATTRIBUTABLE TO PERFORMANCES OF MUSIC

6.	Number of Site/Service Sessions	_____	
7.	Number of Music Sessions	_____	
8.	Ratio (divide line 7 by line 6 to three decimals).....	_____	
9.	Site/Service Revenue (from line 5)	\$	_____
10.	Value Attributable to Performances of Music (multiply line 8 by line 9)	\$	_____
11.	Rate Based on Site/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 Site/Service Sessions (from line 6)	_____	
14.	Number of Music Sessions (from line 7).....	_____	
15.	Rate Based on Site/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 your examination in accordance with the terms of the license agreement.

Signature

Date

Print Name and Title

2008 ANNUAL REPORT FORM "C"

**REPORT FORM
ASCAP EXPERIMENTAL LICENSE AGREEMENT
FOR INTERACTIVE SITES & SERVICES – RELEASE 2.0**

PART I. ACCOUNT INFORMATION

REPORT PERIOD: _____ THRU 12/31/ 2008

LICENSEE NAME: _____

POSTAL ADDRESS: _____

INTERNET SITE URL: http://_____ E-MAIL: _____

PHONE NUMBER: _____ FACSIMILE NUMBER: _____

PART II. DEFINITIONS

- (a) The terms "**Interactive Site or Service**," "**Internet Transmissions**" and "**Users**" are defined in subparagraphs 3(a), (b) and (c) of the license agreement.
- (b) "**Sponsor Revenue**" means all payments made by or on behalf of sponsors, advertisers, program suppliers, content providers, or others for use of the facilities of your Interactive Site or Service including, but not limited to, payments associated with syndicated selling, on-line franchising and associates programs. "**Sponsor Revenue**" also means all payments from whatever source derived upon your sale or other disposition of goods or services you received as barter for use of the facilities of your Interactive Site or Service including, but not limited to, payments for the sale of advertising time or space.
- (c) "**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 Site or Service.
- (d) "**User Revenue**" means all payments made by or on behalf of Users to access Internet Transmissions including, but not limited to, subscriber fees, connect time charges, and any other access fees.
- (e) "**Site/Service Revenue**" includes all specified payments and expenditures 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 Site or Service, pursuant to an agreement or as directed or authorized by you or any of your agents or employees.
- (f) "**Session Value**" is the value derived from the number of "Internet Site/Service Sessions" that an Interactive Site or Service generates.
- (g) "**Site/Service Session**" is an individual visit and/or access to your Interactive Site or 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 "Site/Service Session." For example, if a User visits or accesses your Site or 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) "Site/Service Sessions." If a User visits or accesses your Site or Service for an uninterrupted period of two and a half (2.5) hours, that User has generated three (3) "Site/Service Sessions."
- (h) "**Music Session**" is a Site/Service Session in which a User receives any Internet Transmission that includes any performance(s) of music.
- (i) "**Performance of Music**" is any performance of music contained in any Internet Transmission.

(j) "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"**

SITE/SERVICE REVENUE

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

VALUE ATTRIBUTABLE TO PERFORMANCES OF MUSIC

6.	Number of Site/Service Sessions	_____	
7.	Number of Music Sessions	_____	
8.	Ratio (divide line 7 by line 6 to three decimal points).....	_____	
9.	Site/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 Site/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 your examination in accordance with the terms of the license agreement.

Signature

Date

Print Name and Title