

RATE SCHEDULE "A"

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REPORT FORM  
ASCAP EXPERIMENTAL LICENSE AGREEMENT  
FOR NON-INTERACTIVE SERVICES – RELEASE 5.1

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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 "**Non-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 Non-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 Non-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 Non-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 Non-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 Non-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 Non-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.	<b>Sponsor Revenue</b> .....	\$ _____
2.	<b>Adjustment to Sponsor Revenue</b> .....	\$ _____
3.	<b>Net Sponsor Revenue</b> (subtract line 2 from line 1) .....	\$ _____
4.	<b>User Revenue</b> .....	\$ _____
5.	<b>Service Revenue</b> (add lines 3 and 4) .....	\$ _____
6.	<b>Rate Based on Service Revenue</b> .....	x <u>0.0185</u>
7.	<b>Revenue Based License Fee</b> (multiply lines 5 by line 6) .....	\$ _____

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

**SESSION VALUE**

8.	<b>Number of Service Sessions</b> .....	_____
9.	<b>Rate Based on Service Sessions</b> .....	x <u>0.0006</u>
10.	<b>Session Based License Fee</b> (multiply line 8 by line 9) .....	\$ _____

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

11.	<b>Licensee Fee</b> (enter line 7 or line 10, whichever is greater) .....	\$ _____
12.	<b>Minimum License Fee</b> (not subject to pro-ration) .....	\$ <u>288.00</u>
13.	<b>LICENSE FEE DUE</b> (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"

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REPORT FORM  
ASCAP EXPERIMENTAL LICENSE AGREEMENT  
FOR NON-INTERACTIVE SERVICES – RELEASE 5.1

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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 "**Non-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 Non-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 Non-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 Non-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 Non-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 Non-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 Non-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.	<b>Sponsor Revenue</b> .....	\$ _____
2.	<b>Adjustment to Sponsor Revenue</b> .....	\$ _____
3.	<b>Net Sponsor Revenue</b> (subtract line 2 from line 1) .....	\$ _____
4.	<b>User Revenue</b> .....	\$ _____
5.	<b>Service Revenue</b> (add lines 3 and 4) .....	\$ _____

**VALUE ATTRIBUTABLE TO PERFORMANCES OF MUSIC**

6.	<b>Number of Service Sessions</b> .....	_____
7.	<b>Number of Music Sessions</b> .....	_____
8.	<b>Ratio</b> (divide line 7 by line 6 to three decimals).....	_____
9.	<b>Service Revenue</b> (from line 5) .....	\$ _____
10.	<b>Value Attributable to Performances of Music</b> (multiply line 8 by line 9) .....	\$ _____
11.	<b>Rate Based on Service Revenue</b> .....	x <u>0.0276</u>
12.	<b>Revenue Based License Fee</b> (multiply line 10 by line 11).....	\$ _____

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

**SESSION VALUE**

13.	<b>Number of Service Sessions</b> (from line 6) .....	_____
14.	<b>Number of Music Sessions</b> (from line 7).....	_____
15.	<b>Rate Based on Service Sessions</b> .....	x <u>0.0009</u>
16.	<b>Session Based License Fee</b> (multiply line 14 by line 15) .....	\$ _____

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

17.	<b>Licensee Fee</b> (enter line 12 or line 16, whichever is greater) .....	\$ _____
18.	<b>Minimum License Fee</b> (not subject to pro-ration) .....	\$ <u>288.00</u>
19.	<b>LICENSE FEE DUE</b> (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"

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**REPORT FORM  
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**PART I. ACCOUNT INFORMATION**

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LICENSEE NAME: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

SERVICE URL: http://\_\_\_\_\_ E-MAIL: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FACSIMILE NUMBER: \_\_\_\_\_

**PART II. DEFINITIONS**

- (a) The terms "**Non-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 Non-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 Non-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 Non-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 Non-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 Non-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 Non-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.	<b>Sponsor Revenue</b> .....	\$ _____
2.	<b>Adjustment to Sponsor Revenue</b> .....	\$ _____
3.	<b>Net Sponsor Revenue</b> (subtract line 2 from line 1) .....	\$ _____
4.	<b>User Revenue</b> .....	\$ _____
5.	<b>Service Revenue</b> (add lines 3 and 4) .....	\$ _____

**VALUE ATTRIBUTABLE TO PERFORMANCES OF MUSIC**

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

**VALUE ATTRIBUTED TO PERFORMANCES OF ASCAP MUSIC**

11.	<b>Number of Performances of Music</b> .....	_____
12.	<b>Number of Performances of ASCAP Music</b> .....	_____
13.	<b>Ratio</b> (divide line 12 by line 11 to three decimals) .....	_____
14.	<b>Value Attributable to Performances of Music</b> (from line 10).....	\$ _____
15.	<b>Value Attributable to Performances of ASCAP Music</b> (multiply line 13 by	
line 14) .....		\$ _____
16.	<b>Rate Based on Revenue</b> .....	x _____ 0.051
17.	<b>Revenue Based License Fee</b> (multiply line 15 by line 16).....	\$ _____

**PART IV. SESSION BASED  
LICENSE FEE CALCULATION FOR RATE SCHEDULE “C”**

**SESSION VALUE**

18.	<b>Number of Service Sessions</b> (from line 6) .....	_____
19.	<b>Number of Music Sessions</b> (from line 7).....	_____
20.	<b>Number of Performances of Music</b> (from line 11) .....	_____
21.	<b>Number of Performances of ASCAP Music</b> (from line 12) .....	_____
22.	<b>Ratio</b> (divide line 21 by line 20 to three decimals) .....	_____
23.	<b>Sessions Attributable to Performances of ASCAP Music</b> (multiply line 19 by	
line 22) .....		_____
24.	<b>Rate Based on Sessions</b> .....	x _____ 0.0016
25.	<b>Session Based License Fee</b> (multiply line 23 by line 24) .....	\$ _____

**PART V. LICENSE FEE CALCULATION FOR RATE SCHEDULE “C”**

26.	<b>Licensee Fee</b> (enter line 17 or line 25, whichever is greater) .....	\$ _____
27.	<b>Minimum License Fee</b> (not subject to pro-ration) .....	\$ 288.00
28.	<b>LICENSE FEE DUE</b> (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