# BMI/Commercial Music Service Interim Blanket License Agreement

**LI-12/DEC-CMS Interim Ext**

The following are the terms and conditions of the BMI/Commercial Music Service Interim Blanket License Agreement (hereinafter "2013 Interim Blanket License Agreement") between Broadcast Music, Inc. ("BMI") and _____ (hereinafter "LICENSEE"), pending the outcome of negotiations for a final agreement between BMI and LICENSEE, or, if necessary, a determination by the BMI Rate Court of appropriate final license fees and terms for LICENSEE's commercial music service.

WHEREAS, LICENSEE is in the business of operating a commercial music service ("Commercial Music Service") that delivers commercial music service programming to commercial establishments ("Commercial Subscriber Locations"); and

WHEREAS, LICENSEE launched its Commercial Music Service on _____, and, as such, was not previously license by BMI pursuant to the standard form of BMI Commercial Music Service Music Performance Agreement for the period from July 1, 2004 through June 30, 2009 (hereinafter the "2004-09 Agreement"), or the BMI 2010 Commercial Music Service Interim Blanket License Agreement with an effective date July 1, 2009 (the "2010 Interim Agreement"), the rates and terms of which were finalized by court order for the period through December 31, 2012; and

WHEREAS, the 2004-09 Agreement and the 2010 Interim Agreement form the foundation for this 2013 Interim Blanket License Agreement, and copies of each are attached hereto and the rates and terms are incorporated herein; and

WHEREAS, the parties hereto desire to extend the 2004-09 Agreement, as modified by the 2010 Interim Agreement, on an interim month to month basis for the period commencing January 1, 2013, or _____ (the "Commencement Date"), to enable negotiations to proceed for new final rates and terms,

NOW, THEREFORE,

It is hereby agreed by the parties that this 2013 Interim Blanket License Agreement shall embody each and every term and condition set forth in the 2004-09 Agreement, as modified by the 2010 Interim Agreement, except for the revisions enumerated below:

It is hereby agreed as follows:

1. The Term of LICENSEE's 2013 Interim Blanket License Agreement shall commence on January 1, 2013, or (the "Commencement Date") and shall continue on a calendar month-to-month basis, unless either party terminates this 2013 Interim Blanket License Agreement as of the last day of any calendar month upon thirty (30) days' prior written notice, and if not terminated pursuant to this Paragraph 1, until a final BMI license agreement is reached through negotiations between BMI and LICENSEE or until a final non-appealable decision has been made by the BMI Rate Court setting appropriate final license fees and terms.

2. This 2013 Interim Blanket License Agreement shall embody each and every term and condition set forth in the 2004-09 Agreement, as modified by the 2010 Interim Agreement, except for the Term.

3. The interim license fees for the Term of this 2013 Interim Blanket License Agreement shall be the same as the now final fees set forth in the 2010 Interim Blanket License Agreement of $18.91 per Commercial Subscriber Location per year.

4. LICENSEE agrees that the interim blanket license fees set forth herein are non-precedential and may not be relied upon by either party hereto in negotiations as reasonable fees for the license granted herein. LICENSEE further agrees to be bound by the final license fee rate(s) and/or rate formula(s) reached as a result of either negotiations between BMI and LICENSEE or a determination in the BMI Rate Court setting appropriate final license fees and terms with respect to LICENSEE's Commercial Music Service. LICENSEE further agrees that the final blanket license fee rate shall be applied retroactively to the Commencement Date of this 2013 Interim Blanket License Agreement. As such, LICENSEE shall be obligated to pay BMI any additional monies that may be owed BMI as a result of such retroactive adjustment, with six percent (6%) per annum simple interest, and BMI shall be obligated to refund to LICENSEE any monies that may be owed to LICENSEE as a result of such

retroactive adjustment, with six percent (6%) per annum simple interest.

This Agreement shall bind and benefit the heirs, executors, administrators, successors, assigns, parents, members and subsidiaries of BMI and LICENSEE.

IN WITNESS WHEREOF, the parties, by their undersigned duly authorized representatives, have executed this Interim Blanket License Agreement.

| Broadcast Music, Inc. | LICENSEE: |
| --- | --- |
| | _____ |
| By: _____ | By: _____ |
| Name: _____ | Print Name: _____ |
| Title: _____ | Title: _____ |

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