

**ASCAP EXPERIMENTAL LICENSE AGREEMENT
FOR COMPUTER ONLINE SERVICES, ELECTRONIC
BULLETIN BOARDS, INTERNET SITES, AND SIMILAR OPERATIONS**

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

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 we may take for any period subsequent to its termination.

3. Computer Service Defined: Your “Computer Service” is a computer online service, electronic bulletin board, Internet site or similar operation,

known as	
with the Internet Protocol (IP) address of	
the Universal Resource Locator (URL) of	
the primary telephone dial-up (modem) number of	
or which may otherwise be accessed by the public as follows:	

4. Computer Service Users Defined: “Computer Service Users” are all persons, firms or corporations who access your Computer Service.

5. Repertory Defined: Our “Repertory” consists of all copyrighted musical compositions written or published by our members or by the members of affiliated foreign performing rights societies, including compositions written or published during the term of this agreement, and of which we have the right to license non-dramatic public performances.

6. Grant of License: We grant you a license to publicly perform, or cause to be publicly performed, by means of transmissions on your Computer Service, non-dramatic renditions of the separate musical compositions in our Repertory.

7. Term of License: The license granted by this agreement commences on _____, 19 _____ (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 we terminate it by giving the other party notice at least thirty days prior to the end of a calendar year.

8. Limitations on License:

- (a) This license extends only to you and your Computer Service and is limited to performances presented by means of transmissions on your Computer Service, and by no other means, to Computer Service Users.
- (b) This license may not be assigned without our written consent.
- (c) This license is limited to 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 Computer Service 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 copying any such musical composition to a computer hard drive, or otherwise downloading the composition onto any other storage medium.
- (e) Nothing in this agreement grants, or authorizes you to grant, to any Computer Service User, or to anyone else, any right to perform by any means, method or process whatsoever, any of the musical compositions licensed under this agreement.
- (f) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this agreement, a dramatic performance shall include, but not be limited to, the following:
 - (i) performance of a "dramatico-musical work" in its entirety;
 - (ii) performance of one or more musical compositions from a "dramatico-musical work" accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;
 - (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation; and
 - (iv) performance of a concert version of a "dramatico-musical work."

The term "dramatico-musical work" includes, but is not limited to, a musical comedy, opera, play with music, revue, or ballet.

9. License Fees: For each year during the term of this agreement you agree to pay us the license fee applicable to your "Amount Subject to Fee" as defined in the Rate Schedule applicable for that year.

10. Rate Schedules: There are four alternative Rate Schedules attached to and made a part of this agreement. Rate Schedule "A" contains rates based on your Computer Service's gross revenue; Rate Schedule "B" contains rates based on your Computer Service's total music revenue; Rate Schedule "C" contains rates based on your Computer Service's total ASCAP music revenue; and Rate Schedule "D," which only applies to non-profit corporations, contains rates based on the total budget for your Computer Service. Each Rate Schedule includes a specific definition of "Amount Subject to Fee" applicable to that Rate Schedule and a Statement of Account for providing required reports. Rate Schedules "B" or "C" may only be used if (a) you maintain your books and records in a manner which enables you to furnish the required information, (b) your Annual License Fee Report is submitted when due, and (c) you are current in payment of license fees. In all other instances, the rates contained in Rate Schedule "A" apply.

11. Reports and Payments: You agree to furnish license fee reports and payments to us as follows:

- (a) **Annual License Fee Reports.** You will submit an Annual License Fee Report for each year of this agreement, by the first day of April of the following year, by fully completing the Statement of Account form on the applicable Rate Schedule.
- (b) **Initial License Fee Report.** Within thirty days after you and we execute this agreement, you will submit an Initial License Fee Report based on a good faith estimate of your Computer Service's "Amount Subject to Fee" for the first full year of operation from the Effective Date of this agreement.
- (c) **Quarterly License Fee Payments.** You will submit license fee payments quarterly on or before the first day of January, April, July and October of each year. The payments due by April 1, July 1 and October 1 of each year, and by January 1 of the following year, are each equal to one-fourth of the license fee for the preceding calendar year (annualized for any reported period less than a year).
- (d) **Late Report Payments.** If we do not receive your Annual License Fee Report when due, you will submit quarterly license fee payments that are 24% higher than the quarterly payments due for the preceding year, and payments will continue at that increased rate until we receive the late report.
- (e) **Annual Adjustment.** With each annual report you will submit payment of any license fees due over and above all amounts that you paid for that year. If the fee is less than the amount that you paid, we will apply the excess to the next quarterly payment due under this agreement. If the excess is greater than one quarterly payment, we will refund it to you at your written request.
- (f) **Late Payment Charge.** You will pay a finance charge of 1-1/2% per month, from the date due, on any required payment that is not made within thirty days of its due date.

12. Report Verification:

- (a) We have the right to examine your books and records in order to verify any required report. We may exercise this right by giving you thirty days notice of our intention to conduct an examination. We will consider all data and information derived from our examination as completely confidential. You agree to furnish all pertinent books and records, including electronic records, to our authorized representatives, during customary business hours.
- (b) If our examination shows that you underpaid license fees, you agree to pay a finance charge of 1-1/2% per month on the license fees due from the date we bill you for that amount or, if the underpayment is 5% or more, from the date or dates that the license fees should have been paid.
- (c) You may dispute all or part of our claim for additional fees. You may do so by advising us in writing within thirty days from the date we bill the additional fees to you of the basis for your dispute, and by paying the undisputed portion of our claim with the applicable finance charges. If there is a good faith dispute between us concerning all or part of our claim, we will defer finance charges on the disputed amount until sixty days after we have responded to you, and will pro-rate finance charges based on our resolution of the dispute.

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

14. **Interference With ASCAP's Operations:** We have the right to terminate this license effective immediately, if there is any major interference with, or substantial increase in the cost of, our operation as a result of any law in the state, territory, dependency, possession or political subdivision in which you or your Computer Service is located which is applicable to the licensing of performing rights.

15. **Indemnification:** We will indemnify you from any claim made against you with respect to the non-dramatic performance under this agreement of any composition(s) in our Repertory, and will have full charge of the defense against the claim. You agree to notify us immediately of any such claim, furnish us with all the papers pertaining to it, and cooperate fully with us in its defense. If you wish, you may engage your own counsel, at your expense, who may participate in the defense. Our liability under this paragraph is strictly limited to the amount of license fees that you actually paid us under this agreement for the calendar year(s) in which the performance(s) which are the subject of the claim occurred.

16. **Notices:** We or you may give any notice required by this agreement by (a) 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, or (b) transmitting the notice electronically to the other party's last known facsimile number or e-mail (or similar electronic transmission) address. We each agree to inform the other in writing of any change of address.

IN WITNESS WHEREOF, this Agreement has been duly executed by ASCAP and Licensee this _____ day of _____, 19____.

<p style="text-align: center;">AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS</p> <p>By _____</p> <p>_____</p> <p style="text-align: center;">Title</p>	<p>_____</p> <p style="text-align: center;">Licensee Name</p> <p>By _____</p> <p style="text-align: center;">Signature</p> <p>_____</p> <p style="text-align: center;">Print Your Name</p> <p>_____</p> <p style="text-align: center;">Title</p> <p>(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.)</p>
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**RATE SCHEDULE "A" – STATEMENT OF ACCOUNT
COMPUTER SERVICE REVENUE REPORT
ASCAP EXPERIMENTAL LICENSE AGREEMENT FOR
COMPUTER ONLINE SERVICES, ELECTRONIC BULLETIN BOARDS,
INTERNET SITES AND SIMILAR OPERATIONS**

PART I. ACCOUNT INFORMATION

REPORT PERIOD: _____ THRU _____

LICENSEE:

ADDRESS:

COMPUTER SERVICE NAME:

FACSIMILE NUMBER: _____

PHONE NUMBER: _____

PART II. DEFINITIONS

NOTE: Definitions of Licensee's "Computer Service" and "Computer Service Users" are contained in paragraphs 3 and 4 of the license agreement. All "Revenue" definitions include all specified payments whether made directly to Licensee, any entity under the same or substantially the same ownership, management or control as Licensee, or to any other person, firm or corporation as directed or authorized by Licensee or any of Licensee's agents or employees.

1. "COMPUTER SERVICE USER REVENUE" means all payments made by or on behalf of Computer Service Users for the Computer Service including, but not limited to, subscriber fees and connect time charges.
2. "SPONSOR REVENUE" means all payments made by or on behalf of sponsors, advertisers, program suppliers, content providers, or others for the use of the facilities of the Computer Service including, but not limited to, payments made for "hotlinks."
3. "ADJUSTMENTS TO SPONSOR REVENUE" means: (a) advertising agency commissions not to exceed 15% actually allowed to an advertising agency that has no direct or indirect ownership or managerial connection with Licensee or the Computer Service; and (b) bad debts actually written off and discounts allowed or rebates paid.
4. "NET SPONSOR REVENUE" means all Sponsor Revenue less Adjustments to Sponsor Revenue.
5. "PROMOTIONAL REVENUE" is the reasonable value of the facilities of the Computer Service for promotion of any product(s) or service(s), other than the Computer Service, offered by Licensee or any entity under the same or substantially the same ownership, management or control as Licensee.
6. "AMOUNT SUBJECT TO FEE" is the total of Computer Service User Revenue, Net Sponsor Revenue and Promotional Revenue.

PART III. AMOUNT SUBJECT TO FEE COMPUTATION

- 1. Computer Service User Revenue \$ _____
- 2. Net Sponsor Revenue (from Part IV, line 9)..... \$ _____
- 3. Promotional Revenue..... \$ _____
- 4. Amount Subject to Fee (add lines 1, 2 and 3)..... \$ _____

PART IV. NET SPONSOR REVENUE CALCULATION

- 5. Sponsor Revenue..... \$ _____
- 6. Advertising Commissions..... \$ _____
- 7. Bad Debts..... \$ _____
- 8. Total Adjustments to Sponsor Revenue (add lines 6 and 7)..... \$ _____
- 9. Net Sponsor Revenue (line 5 minus line 8)..... \$ _____

PART V. LICENSE FEE

- 10. The annual license fee under this Rate Schedule "A" is the applicable fee based on Amount Subject to Fee (from Part III, line 4), as shown in the Table below (pro-rated for partial year)..... \$ _____

Amount Subject to Fee	Annual License Fee
Less than \$ 31,000.00	\$ 500.00
\$ 31,000 to \$ 39,999.99	\$ 575.00
\$ 40,000 to \$ 49,999.99	\$ 725.00
\$ 50,000 to \$ 59,999.99	\$ 890.00
\$ 60,000 to \$ 69,999.99	\$ 1,050.00
\$ 70,000 to \$ 79,999.99	\$ 1,210.00
\$ 80,000 to \$ 89,999.99	\$ 1,370.00
\$ 90,000 to \$ 99,999.99	\$ 1,535.00
\$ 100,000 to \$ 119,999.99	\$ 1,777.00
\$ 120,000 to \$ 139,999.99	\$ 2,100.00
\$ 140,000 to \$ 159,999.99	\$ 2,423.00
\$ 160,000 to \$ 179,999.99	\$ 2,745.00
\$ 180,000 to \$ 199,999.99	\$ 3,068.00
\$ 200,000 to \$ 224,999.99	\$ 3,432.00
\$ 225,000 or More	\$3,432.00 plus 1.615% of the Amount Subject to Fee in excess of \$225,000

PART VI. CERTIFICATION

We certify 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

**RATE SCHEDULE "B" – STATEMENT OF ACCOUNT
MUSIC REVENUE REPORT
ASCAP EXPERIMENTAL LICENSE AGREEMENT FOR
COMPUTER ONLINE SERVICES, ELECTRONIC BULLETIN BOARDS,
INTERNET SITES AND SIMILAR OPERATIONS**

PART I. ACCOUNT INFORMATION

REPORT PERIOD: _____ THRU _____

LICENSEE:

ADDRESS:

COMPUTER SERVICE NAME:

FACSIMILE NUMBER:

PHONE NUMBER:

PART II. DEFINITIONS

NOTE: Definitions of Licensee's "Computer Service" and "Computer Service Users" are contained in paragraphs 3 and 4 of the license agreement. All "Revenue" definitions include all specified payments whether made directly to Licensee, any entity under the same or substantially the same ownership, management or control as Licensee, or to any other person, firm or corporation as directed or authorized by Licensee or any of Licensee's agents or employees.

1. "COMPUTER SERVICE USES" means the total number of "hits" or "accesses" of the Computer Service by Computer Service Users.
2. "MUSIC SERVICE(S)" means any area(s) offered by Licensee, or otherwise available to Computer Service Users as part of the Computer Service, which contain(s) music.
3. "MUSIC SERVICE USERS" means all Computer Service Users who access any Music Service(s).
4. "MUSIC SERVICE USES" means the total number of "hits" or "accesses" of the Music Service(s) by Music Service Users.
5. "COMPUTER SERVICE USER REVENUE" means all payments made by or on behalf of Computer Service Users for the Computer Service including, but not limited to, subscriber fees and connect time charges.
6. "MUSIC SERVICE CONNECTION REVENUE" means all payments made by or on behalf of Music Service Users for access to the Music Service(s).
7. "NON-MUSIC COMPUTER SERVICE USER REVENUE" means all Computer Service User Revenue that is not Music Service Connection Revenue.

8. "SPONSOR REVENUE" means all payments made by or on behalf of sponsors, advertisers, program suppliers, content providers, or others for the use of the facilities of the Computer Service including, but not limited to, payments made for "hotlinks."
9. "TARGETED SPONSOR REVENUE" means all Sponsor Revenue that is targeted for specific area(s) offered by Licensee, or otherwise available to Computer Service Users as part of the Computer Service, and that are only available to Computer Service Users who access those area(s).
10. "TARGETED MUSIC SERVICE SPONSOR REVENUE" means all Targeted Sponsor Revenue for the Music Service(s).
11. "NON-TARGETED SPONSOR REVENUE" means all Sponsor Revenue that is not Targeted Sponsor Revenue.
12. "PROMOTIONAL REVENUE" is the reasonable value of the facilities of the Computer Service for promotion of any product(s) or service(s), other than the Computer Service, offered by Licensee or any entity under the same or substantially the same ownership, management or control as Licensee.
13. "TARGETED PROMOTIONAL REVENUE" means all Promotional Revenue that is targeted for specific area(s) offered by Licensee, or otherwise available to Computer Service Users as part of the Computer Service, and that are only available to Computer Service Users who access those area(s).
14. "TARGETED MUSIC SERVICE PROMOTIONAL REVENUE" means all Targeted Promotional Revenue for the Music Service(s).
15. "NON-TARGETED PROMOTIONAL REVENUE" means all Promotional Revenue that is not Targeted Promotional Revenue.
16. "ATTRIBUTABLE REVENUE" is that portion of the total of (a) Non-Music Computer Service User Revenue, (b) Non-Targeted Sponsor Revenue, and (c) Non-Targeted Promotional Revenue which bears the same ratio to that total as the total number of Music Service Uses bears to the total number of Computer Service Uses.
17. "MUSIC REVENUE/AMOUNT SUBJECT TO FEE" is the total of Music Service Connection Revenue, Targeted Music Service Sponsor Revenue, Targeted Music Service Promotional Revenue and Attributable Revenue.

PART III. AMOUNT SUBJECT TO FEE COMPUTATION

1. Music Service Connection Revenue	\$ _____
2. Targeted Music Service Sponsor Revenue	\$ _____
3. Targeted Music Service Promotional Revenue	\$ _____
4. Attributable Revenue (from Part IV, line 13)	\$ _____
5. Amount Subject to Fee (add lines 1, 2, 3 and 4)	\$ _____

PART IV. ATTRIBUTABLE REVENUE CALCULATION

6. Non-Music Computer Service User Revenue.....	\$ _____
7. Non-Targeted Sponsor Revenue.....	\$ _____
8. Non-Targeted Promotional Revenue.....	\$ _____
9. Total (add lines 6, 7 and 8).....	\$ _____
10. Total Music Service Uses.....	_____
11. Total Computer Service Uses.....	_____
12. Ratio (divide line 10 by line 11)(to 3 decimals).....	_____
13. Attributable Revenue (multiply line 9 by line 12).....	\$ _____

PART V. LICENSE FEE

14. The annual license fee under this Rate Schedule "B" is the applicable fee based on Amount Subject to Fee (from Part III, line 5), as shown in the Table below (pro-rated for partial year) \$ _____

Amount Subject to Fee	Annual License Fee
Less than \$ 20,650	\$ 500.00
\$ 20,650 to \$ 25,999.99	\$ 565.00
\$ 26,000 to \$ 31,999.99	\$ 702.00
\$ 32,000 to \$ 39,999.99	\$ 871.00
\$ 40,000 to \$ 49,999.99	\$ 1,089.00
\$ 50,000 to \$ 62,999.99	\$ 1,367.00
\$ 63,000 to \$ 78,999.99	\$ 1,718.00
\$ 79,000 to \$ 99,999.99	\$ 2,166.00
\$ 100,000 to \$ 125,999.99	\$ 2,735.00
\$ 126,000 to \$ 159,999.99	\$ 3,461.00
\$ 160,000 to \$ 199,999.99	\$ 4,356.00
\$ 200,000 to \$ 249,999.99	\$ 5,445.00
\$ 250,000 to \$ 299,999.99	\$ 6,655.00
\$ 300,000 or More	\$ 6,655.00 plus 2.42% of the Amount Subject to Fee in excess of \$300,000

PART VI. CERTIFICATION

We attach to this report a written statement of the method used to identify and track Computer Service Uses, Music Service Uses, and that portion of the revenue of the Computer Service that is derived from, or in connection with, or is attributable to, performances of music on the Computer Service. We certify 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

**RATE SCHEDULE "C" – STATEMENT OF ACCOUNT
ASCAP MUSIC REVENUE REPORT
ASCAP EXPERIMENTAL LICENSE AGREEMENT FOR
COMPUTER ONLINE SERVICES, ELECTRONIC BULLETIN BOARDS,
INTERNET SITES AND SIMILAR OPERATIONS**

PART I. ACCOUNT INFORMATION

REPORT PERIOD: [REDACTED] THRU [REDACTED]

LICENSEE:

[REDACTED]

ADDRESS:

[REDACTED]

COMPUTER SERVICE NAME:

[REDACTED]

FACSIMILE NUMBER: [REDACTED]

PHONE NUMBER: [REDACTED]

PART II. DEFINITIONS

NOTE: Definitions of Licensee's "Computer Service" and "Computer Service Users" are contained in paragraphs 3 and 4 of the license agreement. All "Revenue" definitions include all specified payments whether made directly to Licensee, any entity under the same or substantially the same ownership, management or control as Licensee, or to any other person, firm or corporation as directed or authorized by Licensee or any of Licensee's agents or employees.

1. "COMPUTER SERVICE USES" means the total number of "hits" or "accesses" of the Computer Service by Computer Service Users.
2. "MUSIC SERVICE(S)" means any area(s) offered by Licensee, or otherwise available to Computer Service Users as part of Licensee's Computer Service, which contain(s) music.
3. "MUSIC SERVICE USERS" means all Computer Service Users who access any Music Service(s).
4. "MUSIC SERVICE USES" means the total number of "hits" or "accesses" of the Music Service(s) by Music Service Users.
5. "MUSIC USES" means the total number of "hits," "accesses," "downloads," "plays" or other transmissions on the Computer Service of musical works.
6. "ASCAP MUSIC USES" means the total number of "hits," "accesses," "downloads," "plays" or other transmissions on the Computer Service of works in the ASCAP repertory.
7. "ASCAP MUSIC USE CONNECTION REVENUE" means all payments made by or on behalf of Music Service Users for ASCAP Music Uses.
8. "COMPUTER SERVICE USER REVENUE" means all payments made by or on behalf of Computer Service Users for Licensee's Computer Service including, but not limited to, subscriber fees and connect time charges.
9. "MUSIC SERVICE CONNECTION REVENUE" means all payments made by or on behalf of Music Service Users for access to the Music Service(s).
10. "NON-MUSIC COMPUTER SERVICE USER REVENUE" means all Computer Service User Revenue that is not Music Service Connection Revenue.

11. "SPONSOR REVENUE" means all payments made by or on behalf of sponsors, advertisers, program suppliers, content providers, or others for the use of the facilities of the Computer Service including, but not limited to, payments made for "hotlinks."
12. "TARGETED SPONSOR REVENUE" means all Sponsor Revenue that is targeted for specific area(s) offered by Licensee, or otherwise available to Computer Service Users as part of Licensee's Computer Service, and that are only available to Computer Service Users who access those area(s).
13. "TARGETED MUSIC SERVICE SPONSOR REVENUE" means all Targeted Sponsor Revenue for the Music Service(s).
14. "NON-TARGETED SPONSOR REVENUE" means all Sponsor Revenue that is not Targeted Sponsor Revenue.
15. "PROMOTIONAL REVENUE" is the reasonable value of the facilities of the Computer Service for promotion of any product(s) or service(s), other than the Computer Service, offered by Licensee or any entity under the same or substantially the same ownership, management or control as Licensee.
16. "TARGETED PROMOTIONAL REVENUE" means all Promotional Revenue that is targeted for specific area(s) offered by Licensee, or otherwise available to Computer Service Users as part of the Computer Service, and that are only available to Computer Service Users who access those area(s).
17. "TARGETED MUSIC SERVICE PROMOTIONAL REVENUE" means all Targeted Promotional Revenue for the Music Service(s).
18. "NON-TARGETED PROMOTIONAL REVENUE" means all Promotional Revenue that is not Targeted Promotional Revenue.
19. "ATTRIBUTABLE REVENUE" is that portion of the total of (a) Non-Music Computer Service User Revenue, (b) Targeted Music Service Sponsor Revenue, (c) Non-Targeted Sponsor Revenue, (d) Targeted Music Service Promotional Revenue, and (e) Non-Targeted Promotional Revenue which bears the same ratio to that total as the total number of Music Service Uses bears to the total number of all Computer Service Uses.
20. "ATTRIBUTABLE ASCAP MUSIC REVENUE" is that portion of Attributable Revenue that bears the same ratio to that amount as the total number of ASCAP Music Uses bears to the total of all Music Uses.
21. "ASCAP MUSIC REVENUE/AMOUNT SUBJECT TO FEE" is the total of ASCAP Music Use Connection Revenue and Attributable ASCAP Music Revenue.

PART III. AMOUNT SUBJECT TO FEE COMPUTATION

1. ASCAP Music Use Connection Revenue	\$ _____
2. Attributable ASCAP Music Revenue (from Part V, line 18).....	\$ _____
3. Amount Subject to Fee (add lines 1 and 2).....	\$ _____

PART IV. ATTRIBUTABLE REVENUE CALCULATION

4. Non-Music Computer Service User Revenue.....	\$ _____
5. Targeted Music Service Sponsor Revenue.....	\$ _____
6. Non-Targeted Sponsor Revenue.....	\$ _____
7. Targeted Music Service Promotional Revenue.....	\$ _____
8. Non-Targeted Promotional Revenue.....	\$ _____
9. Total (add lines 4, 5, 6, 7, and 8).....	\$ _____
10. Total Music Service Uses.....	_____
11. Total Computer Service Uses.....	_____
12. Ratio (divide line 10 by line 11)(to 3 decimals).....	_____
13. Attributable Revenue (multiply line 9 by line 12)	\$ _____

PART V. ATTRIBUTABLE ASCAP MUSIC REVENUE CALCULATION

- 14. Attributable Revenue (from Part IV, line 13)..... \$ _____
- 15. Total ASCAP Music Uses..... _____
- 16. Total Music Uses..... _____
- 17. Ratio (divide line 15 by line 16)(to 3 decimals)..... _____
- 18. Attributable ASCAP Music Revenue (multiply line 14 by line 17)..... \$ _____

PART VI. LICENSE FEE

- 19. The annual license fee under this Rate Schedule "C" is the applicable fee based on Amount Subject to Fee (from Part III, line 3), as shown in the Table below (pro-rated for partial year)..... \$ _____

Amount Subject to Fee	Annual License Fee
Less than \$ 11,200	\$ 500.00
\$ 11,200 to \$ 14,999.99	\$ 584.00
\$ 15,000 to \$ 19,999.99	\$ 780.00
\$ 20,000 to \$ 26,999.99	\$ 1,048.00
\$ 27,000 to \$ 35,999.99	\$ 1,405.00
\$ 36,000 to \$ 47,999.99	\$ 1,873.00
\$ 48,000 to \$ 63,999.99	\$ 2,498.00
\$ 64,000 to \$ 84,999.99	\$ 3,323.00
\$ 85,000 to \$ 112,999.99	\$ 4,415.00
\$ 113,000 to \$ 149,999.99	\$ 5,865.00
\$ 150,000 to \$ 199,999.99	\$ 7,805.00
\$ 200,000 to \$ 264,999.99	\$ 10,392.00
\$ 265,000 to \$ 349,999.99	\$ 13,714.00
\$ 350,000 or More	\$ 13,714.00 plus 4.46% of the Amount Subject to Fee in excess of \$350,000

PART VII. CERTIFICATION

We attach to this report a written statement of the method used to identify and track Computer Service Uses, Music Service Uses, Music Uses, ASCAP Music Uses, and that portion of the revenue of the Computer Service that is derived from, or in connection with, or is attributable to, performances on the Computer Service of music in the ASCAP Repertory. We certify 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

**RATE SCHEDULE "D" – STATEMENT OF ACCOUNT
COMPUTER SERVICE BUDGET REPORT
ASCAP EXPERIMENTAL LICENSE AGREEMENT FOR
COMPUTER ONLINE SERVICES, ELECTRONIC BULLETIN BOARDS,
INTERNET SITES AND SIMILAR OPERATIONS**

NOTE: This Rate Schedule "D" applies only if: (a) the Computer Service is owned or operated by a not-for-profit entity recognized under Title 26, United States Code, § 501(c)(3); and (b) "Computer Service Budget," as defined below, is greater than the Amount Subject to Fee which would otherwise apply under Rate Schedules "A," "B" and "C."

PART I. ACCOUNT INFORMATION

LICENSEE:

ADDRESS:

COMPUTER SERVICE NAME:

FACSIMILE NUMBER:

PHONE NUMBER:

NOTE: If you identify and track "Computer Service Uses" and "Music Service Uses," each as defined below, you may complete either Parts III and IV or Parts V and VI. Otherwise, you must complete Parts III and IV, and omit Parts V and VI.

PART II. DEFINITIONS

NOTE: Definitions of Licensee's "Computer Service" and "Computer Service Users" are contained in paragraphs 3 and 4 of the license agreement.

1. "COMPUTER SERVICE BUDGET" means the total operating budget of the Computer Service.
2. "COMPUTER SERVICE USES" means the total number of "hits" or "accesses" of the Computer Service by Computer Service Users.
3. "MUSIC SERVICE(S)" means any area(s) offered by Licensee, or otherwise available to Computer Service Users as part of Licensee's Computer Service, which contain(s) music.
4. "MUSIC SERVICE USES" means the total number of "hits" or "accesses" of any Music Service(s) by Computer Service Users.
5. "AMOUNT SUBJECT TO FEE" under Part III below is your Computer Service Budget, and "Amount Subject to Fee" under Part V below is that portion of your Computer Service Budget which bears the same ratio to that amount as the total number of Music Service Uses bears to all Computer Service Uses.

PART III. AMOUNT SUBJECT TO FEE

1. Computer Service Budget/Amount Subject to Fee..... \$ _____

PART IV. LICENSE FEE

2. The annual license fee is the applicable fee based on Amount Subject to Fee (from Part III, line 1), as shown in Table I below (pro-rated for partial year)..... \$ _____

TABLE I

Amount Subject to Fee	Annual License Fee
Less than \$ 31,000	\$ 500.00
\$ 31,000 to \$ 39,999.99	\$ 575.00
\$ 40,000 to \$ 49,999.99	\$ 725.00
\$ 50,000 to \$ 59,999.99	\$ 890.00
\$ 60,000 to \$ 69,999.99	\$ 1,050.00
\$ 70,000 to \$ 79,999.99	\$ 1,210.00
\$ 80,000 to \$ 89,999.99	\$ 1,370.00
\$ 90,000 to \$ 99,999.99	\$ 1,535.00
\$ 100,000 to \$ 119,999.99	\$ 1,777.00
\$ 120,000 to \$ 139,999.99	\$ 2,100.00
\$ 140,000 to \$ 159,999.99	\$ 2,423.00
\$ 160,000 to \$ 179,999.99	\$ 2,745.00
\$ 180,000 to \$ 199,999.99	\$ 3,068.00
\$ 200,000 to \$ 224,999.99	\$ 3,432.00
\$ 225,000 or More	\$3,432.00 plus 1.615% of the Amount Subject to Fee in excess of \$225,000

PART V. AMOUNT SUBJECT TO FEE COMPUTATION

- 1. Computer Service Budget..... \$ _____
- 2. Total Music Service Uses..... _____
- 3. Total Computer Service Uses..... _____
- 4. Ratio (divide line 2 by line 3) (to 3 decimals)..... _____
- 5. Amount Subject to Fee (multiply line 1 by line 4) \$ _____

PART VI. LICENSE FEE

- 6. The annual license fee is the applicable fee based on Amount Subject to Fee (from Part V, line 5), as shown in Table II below (pro-rated for partial year)..... \$ _____

TABLE II

Amount Subject to Fee	Annual License Fee
Less than \$ 20,650	\$ 500.00
\$ 20,650 to \$ 25,999.99	\$ 565.00
\$ 26,000 to \$ 31,999.99	\$ 702.00
\$ 32,000 to \$ 39,999.99	\$ 871.00
\$ 40,000 to \$ 49,999.99	\$ 1,089.00
\$ 50,000 to \$ 62,999.99	\$ 1,367.00
\$ 63,000 to \$ 78,999.99	\$ 1,718.00
\$ 79,000 to \$ 99,999.99	\$ 2,166.00
\$ 100,000 to \$ 125,999.99	\$ 2,735.00
\$ 126,000 to \$ 159,999.99	\$ 3,461.00
\$ 160,000 to \$ 199,999.99	\$ 4,356.00
\$ 200,000 to \$ 249,999.99	\$ 5,445.00
\$ 250,000 to \$ 299,999.99	\$ 6,655.00
\$ 300,000 or More	\$6,655.00 plus 2.42% of the Amount Subject to Fee in excess of \$300,000

PART VII. CERTIFICATION

If our annual license fee is based on the Amount Subject to Fee from Part V, line 5, we attach to this report a written statement of the method used to identify and track Computer Service Uses and Music Service Uses. In all instances, we certify 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