



## **PUBLIC PERFORMANCE LICENSE AGREEMENT**

**Re: GET IN TOUCH FOUNDATION WEBSITE - INTERNET USE  
Universal Project No. 00028662  
“I Run For Life” by Melissa Etheridge**

### 1.0 Introduction

1.1 This is an agreement (the “Agreement”) for the public performance of sections of sound recordings directly via the Internet between Universal Music Enterprises, a Division of UMG Recordings, Inc., whose principal place of business is located at 2220 Colorado Avenue, Santa Monica, CA 90404 (“Licensor”), and The Get In Touch Foundation, c/o 50 Washington Street, South Norwalk, Connecticut 06854 (“Licensee”). This Agreement, which includes the document attached hereto as Exhibit A, shall become effective April 14, 2008, (the “Effective Date”) and shall continue in effect until it expires or is terminated pursuant to Section 6.

### 2.0 License of Rights from Licensor to Licensee

2.1 Licensor hereby grants to Licensee and Licensee hereby accepts a non-exclusive, non-transferable, royalty-free license for the term of this Agreement to perform publicly in the territory listed on the Exhibit A attached hereto (“Territory”), up to timings of the sound recording(s) listed on Exhibit A attached hereto (“Licensor Sound Recordings”), through real-time interactive service transmissions to users of personal computers directly through the Internet, by means of online transmissions via the Internet, limited to Streaming on [getintouchfoundation.com](http://getintouchfoundation.com) only, described in Exhibit A. An interactive service is as defined in 17 U.S.C. § 114(j)(7) of the U.S. Copyright Statute, as amended by the Digital Performance Right in Sound Recordings Act of 1995 (the “Act”). Said license is subject to the terms of use listed on Exhibit A attached hereto (“Terms Of Use”).

2.2 This Agreement does not permit Licensee to perform publicly any Licensor Sound Recordings pursuant to subscription transmissions which are subject to statutory licensing as defined in 17 U.S.C. § 114(d)(7) of the Act.

2.3 This Agreement authorizes, pursuant to its terms and conditions, the public performance

of Licensor Sound Recordings through real-time interactive service transmissions to users of personal computers directly through the Internet, but does not convey any other rights specified in 17 U.S.C. § 106 of the Act, including without limitation, the separate rights of public performance, reproduction, display, or distribution in any musical works embodied in Licensor Sound Recordings.

2.4 Licensor reserves the right to withdraw, in its sole and arbitrary discretion, from this Agreement any Licensor Sound Recording, including without limitation, any Licensor Sound Recording as to which legal action has been instituted or a claim made, or any Licensor Sound Recording about which Licensor believes such an action will be instituted or a claim made.

2.5 All rights not expressly granted by Licensor to Licensee pursuant to Section 2.1 are hereby reserved by Licensor.

2.6 In consideration of Licensor's grant of such license, Licensee shall pay Licensor the non-returnable sum listed on Exhibit A for each Licensor Sound Recording listed in Exhibit A attached hereto upon the execution hereof, but in no event later than thirty (30) days after the date hereof. In the event payment is not received by Licensor within said time period, Licensor's offer to grant such license shall be revoked and this agreement shall be null and void.

2.7 In consideration of Licensor's grant of such license, Licensee shall accord Licensee chyon credit, substantially as set forth on Schedule "A" ("Chyon Credit"), with respect to the Recording.

### 3.0 Representations and Warranties of Licensee

3.1 Licensee represents and warrants that it (a) possesses the right and capacity to enter into this Agreement and (b) has digitally encoded the Licensor Sound Recordings to prevent any user of a personal computer from modifying, saving, downloading, preparing derivative works of, reproducing, transmitting, displaying, or distributing, in whole or in part, any Licensor Sound Recording.

3.2 Licensee also represents and warrants that it shall: (a) not reproduce (except on Licensee's Internet server or on one (1) backup Internet server), modify, prepare any derivative works of, display, or distribute, in whole or in part, any Licensor Sound Recording, (b) not directly or indirectly allow any user of a personal computer to modify, save, download, prepare derivative works of, reproduce, transmit, display, or distribute, in whole or in part, any Licensor Sound Recording, (c) not directly or indirectly transmit, in whole or in part, any Licensor Sound Recording to any user of a personal computer via commercial online services, including without limitation, America Online, CompuServe, Prodigy, and/or Microsoft Network, (d) not perform publicly, in whole or in part, any Licensor Sound Recordings which are also dramatic works, (e) not transmit any Licensor Sound Recording to any commercial premises, (f) not offer its real-time interactive service transmissions through any other entity or packaged with any services offered by a third party, and (g) obtain a license to perform publicly via the Internet the copyrighted musical works embodied in the Licensor Sound Recordings from the applicable performing rights society, e.g., ASCAP, BMI, and/or SESAC.

3.3 Licensee warrants, represents, and agrees that Licensee will obtain all requisite consents and permissions of applicable labor organizations and that Licensee will pay any and all payments, fees, royalties and other sums required to be paid, if any, for such consents and permissions, under applicable collective bargaining agreements, in effect at the time and date of this agreement, or otherwise in connection with Licensee's use of the Recording. In connection with any payments, if applicable, Licensee warrants, represents and agrees that each person whose performance is embodied on the Recording will receive not less than the compensation and other economic benefits having substantially

equivalent economic cost to Licensee as those which would be payable to each such person if Licensee were a signatory to the applicable union collective bargaining agreement in the relevant medium for such use. Licensee hereby agrees, that in consideration for the use of the Recording, and for the express benefit of AFTRA and its members affected thereby, to make the above payments (including all social security, withholding, unemployment insurance and disability insurance payments, and all appropriate contributions to the AFTRA Health and Retirement Funds), if applicable, and to be bound by and comply with the arbitration provisions (and the procedures contained therein), if applicable, found in the National Code of Fair Practice for Sound Recordings. Such payments will be made by Licensee to AFTRA promptly following Licensee being furnished by Licensor or AFTRA with all necessary information to calculate such payments. Licensee hereby agrees to request such information from Licensor promptly after the execution hereof. If Licensor is unable to provide Licensee with such information, Licensor will request such information from AFTRA, and Licensor will work with Licensee in good faith to determine the appropriate payment.

3.4 Licensee hereby represents, warrants, and agrees that if the Recording(s) contains music performed or conducted by musicians covered under one or more American Federation of Musicians of the United States and Canada (“AFM”) Phonograph Record Labor Agreements, Licensee agrees to pay to all musicians who rendered services in the recording of the Recording(s) an amount equal to all payments (including, without limitation, pension contributions, but excluding health and welfare contributions) that would be required under the AFM agreement that would then apply if the recording were originally made for the purpose set forth under that agreement. Licensee acknowledges and agrees that the right of Licensee to use the Recording(s) shall be subject to and conditioned upon compliance with the terms and conditions of this paragraph 3.4 and the AFM shall be entitled to seek injunctive relief and damages against Licensee in the event Licensee does not comply with the terms of this paragraph 3.4. Licensee’s obligations with respect to the Program are limited to those obligations set forth in this paragraph 3.4, and in no event shall Licensee be deemed, solely as a result of having executed this agreement, to have any other obligation under any AFM agreement or to be a signatory to any AFM agreement. In addition, Licensee’s obligations with respect to the Recording(s) are limited to those rights actually acquired by Licensee hereunder and only for the period it holds such rights (except to the extent that Licensee assigns its rights hereunder to another party, but only as permitted herein, in which case Licensee shall retain liability unless Licensee obtains an assumption agreement in substantially the same form as this paragraph 3.4.

3.5 Licensee shall defend at its sole expense, and shall indemnify Licensor against, any claim filed against Licensor or any damages suffered by Licensor to the extent that such claim or damages are based upon a breach of any representation and warranty made by Licensee pursuant to this Agreement. Licensor will notify Licensee in writing of such claim and/or such damages within thirty (30) calendar days of learning of such claim and/or damages. Licensor shall cooperate fully in Licensee’s defense of such claim at Licensee’s expense.

#### 4.0 Limitation of Liability

4.1 THE WARRANTIES PROVIDED IN SECTION 3 ARE LIMITED WARRANTIES AND THEY ARE THE ONLY WARRANTIES MADE BY EITHER PARTY TO THE OTHER PARTY. NEITHER PARTY MAKES NOR RECEIVES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

#### 5.0 Exclusion of Damages

5.1 EXCEPT FOR CLAIMS UNDER SECTION 3.4, NEITHER PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY ACKNOWLEDGES THAT THE FOREGOING WAIVER SERVES AS A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT.

## 6.0 Termination

6.1 The initial term of this Agreement shall commence on the Effective Date and extend throughout the term listed on Exhibit A (“Term”) unless terminated earlier pursuant to Sections 6.2 or 6.3.

6.2 Either party may terminate this Agreement upon thirty (30) days’ prior written notice in the event of material breach by the other party so long as such material breach has not been cured during the thirty (30) day notice period. If the material breach is uncured at the end of said notice period, this Agreement shall be terminated and the party not in material breach may pursue any and all rights and remedies that it has under this Agreement or otherwise.

6.3 Licensor may terminate this Agreement with respect to any Licensor Sound Recording or all Licensor Sound Recordings subject to this Agreement, upon one (1) day’s prior written notice to Licensee.

## 7.0 Miscellaneous

7.1 Licensor and Licensee agree that each is an independent contractor. Neither party possesses the power or authority to bind the other party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party. Neither party shall represent to any person or entity that it possesses such power or authority.

7.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California. For all disputes arising out of or relating to this Agreement, Licensee agrees to submit to both venue and personal jurisdiction in the state courts of Los Angeles County and/or the federal courts of the Central District of California.

7.3 If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be stricken from this Agreement, and all other provisions shall remain in full force and effect.

7.4 The failure of either party to require performance of any provision of this Agreement shall not be construed as a waiver of its rights to insist on performance of that same provision, or any other provision, at some other time. No right or breach may be waived except in writing signed by both parties. The waiver by either party of any right created by this Agreement in one or more instances shall not be construed as a further continuing waiver of such right or any other right created by this Agreement.

7.5 This Agreement constitutes the complete and exclusive expression of the arrangement between the parties relating to the subject matter of this Agreement. It supersedes all prior and contemporaneous agreements, representations, warranties, and understandings. This Agreement may not be altered, amended, or supplemented in any respect except by in writing signed by an authorized representative of each party.

7.6 This Agreement shall be binding upon, and inure to the benefit of, successors in interest

to, and permitted assigns of, both parties. Licensee shall not assign, transfer, or sell any of its rights pursuant to this Agreement, or delegate any of its duties pursuant to this Agreement, without the express prior written consent of Licensor. Licensor may assign this Agreement to any third party. Any attempted assignment, transfer, sale, or delegation in derogation of this Section shall be void.

7.7 All notices provided pursuant to this Agreement shall be delivered by personal delivery or overnight courier, facsimile, or electronic mail, and shall be deemed effective on the date on which delivery to the intended recipient of the notice was confirmed. Either party may designate a different address for the delivery of notices upon ten (10) days' prior written notice to the other party. Such notices shall be delivered to the addresses listed in Section 1.1.

7.8 All payments made hereunder shall be payable to and shall be forwarded to Universal Music Enterprises, Attn: UMe Finance - Film & TV, 2220 Colorado Avenue, Santa Monica, CA 90404.

UNIVERSAL MUSIC ENTERPRISES,  
A Division of UMG Recordings, Inc.

THE GET IN TOUCH FOUNDATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Senior Vice President

Title: \_\_\_\_\_

Exhibit A

PROJECT NO.: 00028662  
PROGRAM: **GET IN TOUCH FOUNDATION WEBSITE**  
TERRITORY: World  
TERM: Three (3) years commencing on October 1, 2007.

<b>LICENSER SOUND RECORDINGS</b>	<b>ARTIST</b>	<b>FEE</b>
"I Run For Life"	Melissa Etheridge	\$500.00

**TERMS OF USE OF LICENSER SOUND RECORDINGS**

A one minute ten second (1:10) use of Licenser's Sound Recording to be played on Licensee's website.

In the event that any agreement, oral or written, between you and the publisher and/or songwriter of the musical composition embodied in the Recording, with respect to the licensing of said musical composition in connection with the Program, shall provide for terms, rates and/or conditions more favorable than are provided herein with respect to the Recording being licensed hereunder, UME shall have the benefit of such more favorable terms, rates and/or conditions.

**COURTESY CREDIT :**

"I Run For Life"  
Performed by Melissa Etheridge  
Courtesy of The Island Def Jam Music Group under license from Universal Music Enterprises

**DEFINITIONS:**

"Streaming: Streaming shall mean to perform publicly the Program from servers authorized or approved by Licensee by means of an Internet transmission that is substantially contemporaneous with the audible rendering of the Recording on personal computers using a technology that is not designed to result in a reproduction of the Recording on any such personal computer or any other device, other than a transitory reproduction required to render such contemporaneous performance (e.g., a data buffer).

**OPTION:**

With respect to the inclusion of the Recording in the Program, UME also grants you the option, to be exercised prior to the expiration of the initial Term, and to commence upon the expiration of the initial Term, to exhibit the Recording by means of non-broadcast / industrial use via a show website exhibited at

speaking engagements, for three (3) years, throughout the Territory, for a fee of **Two Hundred Fifty Dollars (\$250.00)**.

You may exercise the aforementioned option by giving UME written notice of such exercise within the time period mentioned above, and by paying the applicable fee as specified above. In no event shall such option be in effect until UME is in receipt of the applicable payment.