



County of Fairfax, Virginia

AMENDMENT

JUN 15 2017

AMENDMENT NO. 3

CONTRACT TITLE: Master & Synchronization Agreement

CONTRACTOR

Universal Music
2110 Colorado Ave, Suite 110
Santa Monica, CA 90404

SUPPLIER CODE

1000012360

CONTRACT NO.

4400004130

By mutual agreement, contract 4400004130 is renewed for five (5) year as per the attached prices, terms and conditions, effective July 1, 2017 through June 30, 2022.

ACCEPTANCE:

BY: [Signature]
(Signature)

LICENSING EXECUTIVE
(Title)

Gina East
(Printed)

6-15-17
(Date)

[Signature]

Steve Pierson, CPPB
Contracts Manager

[Signature]
Cathy A. Muse, CPPO
Director/County Purchasing Agent

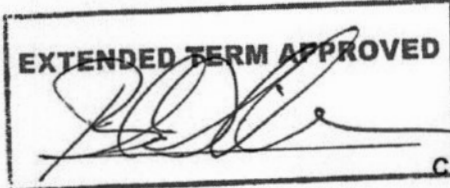
DISTRIBUTION:

Finance – Accounts Payable/e
DCCS – Rebecca Makely/e
DCCS – Patrick A. Balsamo/e
Contractor – e-mail: gina.east@killertracks.com

Contract Specialist II – Yong Kim
ACS, Team 1- J. Waysome-Tomlin

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpmm
Phone 703-324-3201, TTY: 711, Fax: 703-324-3228



KILLER TRACKS

CABLE BROADCAST HARD DISK DRIVE AGREEMENT Master and Synchronization Agreement

This Renewal agreement (the "AGREEMENT") is made this June 9th, 2017 by and between Killer Tracks, a unit of Universal Music – MGB NA LLC, 2110 Colorado Avenue, Suite 110, Santa Monica, CA, 90404 (hereafter referred to as "KT"), and **Fairfax County Government Channel**, 12000 Government Ctr Pkwy, Ste 133, Fairfax, VA, 22035-0049 (hereafter referred to as "COMPANY").

Whereas, KT is the owner or administrator of certain rights in and to the musical compositions and sound recordings (hereafter referred to as COMPOSITIONS) in the production music libraries as listed in Exhibit "A" (hereafter referred to as LIBRARIES).

Whereas COMPANY desires to license the COMPOSITIONS in the LIBRARIES for use in its productions (hereafter collectively referred to as "COMPANY Productions").

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, KT HEREBY GRANTS TO COMPANY THE FOLLOWING RIGHTS:

1. In consideration of payment of sum of **Thirty-Two Thousand Eight Hundred Sixty-Five US Dollars (\$32,865.00)**, payable as follows: **Five (5) Annual payments of Six Thousand Five Hundred Seventy-Three US Dollars (\$6,573.00) are due on or before 07/01/2017, 07/01/2018, 07/01/2019, 07/01/2020, and 07/01/2021, respectively** - KT grants to COMPANY the non-exclusive license and authority to record and embody the compositions comprising the LIBRARIES (synchronize) in COMPANY Productions, to make copies of such embodiments and to perform in COMPANY's "market" as hereafter defined in Paragraph 2 below, such copies, subject to the terms and conditions of this AGREEMENT. Except as provided in Paragraph 10 hereof, upon the termination or expiration of this AGREEMENT COMPANY may continue to perform COMPANY Productions embodying parts of LIBRARIES within COMPANY's "market".

If at any time COMPANY'S account becomes past due by more than ninety (90) days, and after notice of such status by KT, KT may, at its sole discretion, and in addition to any other remedies that KT may be entitled to, enlist a third party to collect monies due hereunder and COMPANY will be responsible for any and all actual legal or collection fees incurred by KT, in addition to any other monies KT may be entitled to under the law.

2. The territory covered by this license is COMPANY's "market" as defined by Nielsen/Arbitron.

3. **The term of this license shall be for five (5) years, commencing on July 1st, 2017 and ending on June 30th, 2022.** COMPANY agrees to pay to KT the license fee for the initial term as provided in Paragraph 1 above.

4. COMPANY agrees that the use of the COMPOSITIONS from the LIBRARIES shall be limited to the following:

***CABLE BROADCAST** - Commercials, promos, infomercials, and PSA's. Programming including episodes and themes. News, including themes.

***NON BROADCAST** - Company's non-broadcast, in house use.

***INTERNET – Free digital downloads/streaming.** Includes episodic/series productions or themes. For purpose of this Internet Clearance, the TERRITORY is considered to be the World.

Any Broadcast Clearances above allow COMPANY to use the COMPOSITIONS in synchronization with COMPANY Productions via or rebroadcast by COMPANY within COMPANY's Territory (as described in paragraph 2).

Use of the LIBRARIES is restricted to COMPANY's usage only. Requests for usage of COMPANY Productions containing KT compositions by non-COMPANY entities will require additional permission and license from KT.

Under no circumstances may COMPANY use COMPOSITIONS not synchronized with a COMPANY Production for commercial re-sale in any other form of media now existing, or hereafter devised, to the general public. These rights, commonly known as Mechanical Rights must be obtained separately from KT.

All rights not specifically granted above are reserved to KT.

5. KT warrants that it has the full right, power and authority to make this AGREEMENT and to grant the rights granted herein. KT reserves to itself all rights and uses of every kind and nature whatsoever in and to the LIBRARIES, including, without limitations, the mechanical and the grand and small performing rights, other than such limited right of synchronization specifically granted herein and specifically limited to the uses designated herein. All other rights and uses shall be negotiated separately with KT, or with the performing rights society to which the performing rights to the LIBRARIES has been assigned.

6. KT shall make available to COMPANY the music in the LIBRARIES in the form of electronic files, which shall reside on COMPANY's hard disc server system during the term hereof (CD Recordings), and any automatic updates as listed in EXHIBIT "A", which are *on loan* to COMPANY during term hereof. Upon termination or expiration of this AGREEMENT, all CD Recordings and the hard drive server system must be returned in good condition within thirty (30) days, to KT at COMPANY's expense. **COMPANY agrees to reimburse KT in the amount of Seventy-Five US Dollars (\$75.00) for each missing or damaged CD and two thousand five hundred US Dollars (\$2,500.00) for any unreturned or missing hard drive server system. Any temporary copies of the COMPOSITIONS made by COMPANY during the course of normal production must be returned or destroyed.**

7. The LIBRARIES are granted by this AGREEMENT to COMPANY solely for its usage and may not be physically conveyed or transferred to any person, firm or corporation by COMPANY without KT's prior written consent. Upon KT's request, COMPANY agrees to supply KT with an audio-video copy in a mutually agreed upon format of a specific production(s) produced by COMPANY utilizing LIBRARIES solely for the purpose of promoting KT.

8. In the event that COMPANY violates this AGREEMENT or breaches any of its covenants contained herein, COMPANY, upon written notice from KT, shall have a period of thirty (30) days to materially cure such claim. If claim is not resolved during such period, the license hereunder may be terminated at KT's sole discretion. KT shall thereafter be under no obligation to license to COMPANY the use of the LIBRARIES or any COMPOSITIONS contained therein for any purpose whatsoever. In addition to any other remedy available to KT, should COMPANY be unable to cure such claim during the thirty (30) days, KT shall thereupon be entitled to seek an injunction to enjoin COMPANY from any **new** use of said LIBRARIES produced before or after notification of breach.

9. COMPANY acknowledges that KT owns or administers the copyrights in and to the subject matter of the material to be licensed hereunder, and that any further uses of said material after the expiration of the term are infringements of KT's copyrights; provided, however, for those of COMPANY's Productions in which compositions from the LIBRARIES were synchronized during the term hereof, COMPANY may continue for the length of the copyright in such Productions, to use the original Production (without any audio or visual changes), as it embodies the compositions in the manner set forth in Paragraph 4 hereof except as otherwise provided herein.

10. COMPANY agrees to take all steps necessary to comply with the performing rights licensing requirements as stipulated in the COMPANY's AGREEMENT with BMI, ASCAP, SESAC, and/or any other Performing Rights Society.

11. COMPANY warrants and represents that: (i) it has the right and power to enter into this AGREEMENT, and to fully perform in accordance with all of the terms hereof; and (ii) it shall comply with all applicable laws, rules and regulations in the performance of its obligations hereunder.

12. Based upon COMPANY's full and complete performance under this AGREEMENT and provided that COMPANY is not in material breach of this AGREEMENT, KT agrees to indemnify COMPANY and hold it harmless from and against any and all losses and damages, incurred as a result of a breach of KT's representations and warranties hereunder, provided, however, that KT's total liability for indemnification hereunder shall not exceed the amount received by KT from COMPANY under this AGREEMENT as of the date of KT's receipt of notice of alleged breach.


13. The COMPANY'S payment obligations under this Agreement are subject to appropriations by the Board of Supervisors of Fairfax County. If the Board of Supervisors of Fairfax County do not appropriate the funds to meet COMPANY'S payment obligations as set forth herein, the Agreement shall be terminated immediately and any further use of the COMPOSITIONS by COMPANY shall be considered unlicensed and subject to and remedies by law available to KT.

14. The license granted herein shall not become effective for any purpose until accepted and executed by an authorized representative on behalf of COMPANY and by an authorized representative on behalf of KT. Notwithstanding the foregoing, this AGREEMENT shall be binding upon full and complete execution by the parties hereto. Neither party may assign this AGREEMENT or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that KT may, without the consent of COMPANY, assign this AGREEMENT, or any of its rights or obligations hereunder, to any party controlling, controlled by or under common control with KT, to any party as part of a sale by KT of stock or a substantial portion of KT's assets or to any party with whom KT may merge or enter any other business combination.

15. This AGREEMENT constitutes the entire AGREEMENT of the parties hereto and may not be amended except by an AGREEMENT in writing executed by the parties hereto. To the extent that the terms and conditions of this AGREEMENT conflict with another unexecuted document (i.e., purchase order, etc.) then the terms of this AGREEMENT shall prevail. COMPANY and KT agree that a faxed or emailed counterpart of the AGREEMENT evidencing the signature of a party shall be effective as an original signature for all purposes.

16. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days, in accordance with Article 4, Section 5 of the Fairfax County Purchasing Resolution, as amended.

17. Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.



AUTHORIZED SIGNATURE
Fairfax County Government Channel



Gina East - Account Executive
Killer Tracks, a unit of Universal Music - MGB NA LLC
Federal Tax ID 95-3104625

TITLE Steve Pierson, CPPB
Contracts Manager

6/15/17

PRINT NAME _____ DATE _____

Patrick Balsamo
BILLING CONTACT NAME

patrick.balsamo@fairfaxcounty.gov
BILLING CONTACT EMAIL

12000 Government Center Parkway, Suite 133
BILLING STREET ADDRESS

Fairfax
BILLING CITY

VA
STATE/PROVINCE

22035
ZIP/POSTAL CODE

EXHIBIT "A"

Label Code	Music Item Label	Num. CDs per Label	Updates
ATV	As Heard On TV	29	Yes
ATMOS	Atmosphere	350	Yes
AACD	Atmosphere Archive	8	Yes
BER	Berlin Production Music	169	Yes
BLK	BLOCK	9	Yes
BPM	BPM Classical Series	13	Yes
BPM	BPM Explorer Series	19	Yes
BPM	BPM Score Music Series	27	Yes
CM	Chronic Trax	117	Yes
CHUCKD	Chuck D Presents	13	Yes
CLS	Classical	13	Yes
HITS	Greatest Hits	12	Yes
GUM	Gum Tapes	11	Yes
ICON	Icon Trailer Music	16	Yes
IM	Immediate Music *EXCLUDES TRAILER USE	61	Yes
KA	Killer Animation	5	Yes
KAS	Killer Artist Series	11	Yes
EDGE	Killer Edge	120	Yes
KL	Killer Latino	35	Yes
KP	Killer Promos	9	Yes
KS	Killer Scores Set	7	Yes
KTST	Killer Stage and Screen	4	Yes
KT	Killer Tracks	348	Yes
KOK	Koka	410	Yes
KLA	Koka Classical	39	Yes
KTV	Koka TV	6	Yes
MAT	Match	151	Yes
NM	Network Music	337	Yes
NYB	New York Beats	124	Yes
RCAL	RCAL	64	Yes
RCF	REALITY by C. Franke	44	Yes
SAO	Sarao Music	58	Yes
SDN	Score Addiction	14	Yes
SLAM	SLAM!	89	Yes
PKT	Sound Pocket Music	31	Yes
VTMA	Vitamin A	41	Yes
VM	Volta Music	29	Yes
XS	Match XS	21	Yes
ZTS	Zero to Sixty	33	Yes

TOTAL ALBUM COUNT	2898
--------------------------	-------------

Please make checks payable to Killer Tracks at address below

**15044 Collections Center Drive
Chicago, IL 60693**

**Website: www.killertracks.com
Phone: (800) 454-5537 | Fax: (800) 787-2257**