



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

= AUG 2 2013

Universal Music
dba: Killer Tracks
2110 Colorado Ave, Suite 110
Santa Monica, CA 90404

Attention: Maher Kawar; Account Executive

Reference: Master and Synchronization Agreement

Dear Mr. Kawar

Acceptance Agreement

Contract Number: 4400004130

This acceptance agreement signifies a contract award to Killer Tracks for a non-exclusive license and authority to record and embody musical compositions and sound recordings. The period of the contract shall be from July 1, 2013 through June 30, 2014.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Attached Cable Blanket License Agreements.

All questions in regards to this contract shall be directed to the Contract Specialist, Kristy D. Apperson, at 703-324-3217 or via e-mail at kristy.apperson@fairfaxcounty.gov.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228



CABLE BLANKET LICENSE
Master and Synchronization AGREEMENT

This Renewal agreement (the "AGREEMENT") is made this Jun-06, 2013 by and between Killer Tracks, a unit of Universal Music – MGB NA LLC, 2110 Colorado Ave, Suite 110, Santa Monica, CA, 90404 (hereafter referred to as KT) and, **Fairfax County, for use by Fairfax County Government Channel 16**, Department of Finance, ML: 040404, PO BOX 1147, Fairfax, VA, 22038-1147 (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 the payment of the sum of Three Thousand Eighty USDS and Zero Cents (\$3,080.00), due in full within thirty (30) days of the signing and execution of the AGREEMENT**, 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 to any 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 Twelve (12) Months, commencing on Jul-01, 2013 and ending on Jun-30, 2014.** 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:

*** TV 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 and 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 COMPOSITIONS in LIBRARIES in the form of compact discs and/or digital equivalent (CD) recordings as listed in Exhibit "A" which are **on loan** to COMPANY during term hereof. COMPANY agrees that it shall not make any copies of the COMPOSITIONS other than for COMPANY's use as specified in this license, shall not without KT's prior written consent sell, lease, lend, give or otherwise transfer the COMPOSITIONS from the CDs to any other configuration for sale or giveaway to other person, persons or entities. Upon termination or expiration of this AGREEMENT, all material must be returned immediately 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. Any temporary copies of the COMPOSITIONS made by COMPANY during the course of normal production must be returned or destroyed.

7. Upon COMPANY'S request, COMPANY may preview additional CDs not listed in EXHIBIT "A", at anytime during the term of this AGREEMENT, for a period of thirty (30) days from receipt of preview CDs. In the event COMPANY would like to add any preview CDs to this AGREEMENT, each additional preview CD will be invoiced at a rate of One Hundred US Dollars (\$100.00) per CD for the balance of the term of the AGREEMENT. If COMPANY does not wish to retain the preview CDs, they must be returned in good condition to KT at COMPANY's expense within ten (10) days following the conclusion of the preview period. If preview CDs are not returned to KT within the ten (10) day return period, and no other arrangements have been made, COMPANY will be billed at the aforementioned rate, regardless of whether or not COMPANY has actually used the preview CDs. All terms of this license shall apply to any additional preview CDs retained by COMPANY during the term of this AGREEMENT.

8. 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.

9. 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.

10. 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.

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

12. 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.

13. 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.

14. The COMPANY'S payment obligations under this Agreement are subject to appropriations by the Board of Supervisors of Fairfax County.

15. 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.

16. 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.**

17. 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.

18. 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.

Cathy A Muse
AUTHORIZED SIGNATURE
Fairfax County

Purchasing Agent
TITLE

Cathy A Muse 7/31/13
PRINT NAME DATE

Maher Kawar
Maher Kawar - Account Executive
Killer Tracks, a unit of Universal Music - MGB NA LLC
Federal Tax ID 95-310-4625

EXHIBIT A

Music Item Label	Num. CDs per Label	Updates
Chronic Trax	91	Yes
Killer Trax	304	Yes
TOTAL CD COUNT		395

Fairfax County / Shipping Contact & Email _____

Fairfax County / Billing Contact & Email _____

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



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1. **In consideration of the payment of the sum of Three Thousand One Hundred Thirty USDS and Zero Cents (\$3,130.00), due in full within thirty (30) days of the signing and execution of the AGREEMENT**, 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".

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16. 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.**

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Cathy A Muse
AUTHORIZED SIGNATURE
Fairfax County

Purchasing Agent
TITLE
PRINT NAME Cathy A Muse DATE 7/31/13

Maher Kawar
Maher Kawar - Account Executive
Killer Tracks, a unit of Universal Music - MGB NA LLC
Federal Tax ID 95-310-4625

EXHIBIT A

Music Item Label	Num. CDs per Label	Updates
Classical	13	Yes
Network Music	313	Yes
NYB	107	Yes

TOTAL CD COUNT 433

Fairfax County / Shipping Contact & Email _____

Fairfax County / Billing Contact & Email _____

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