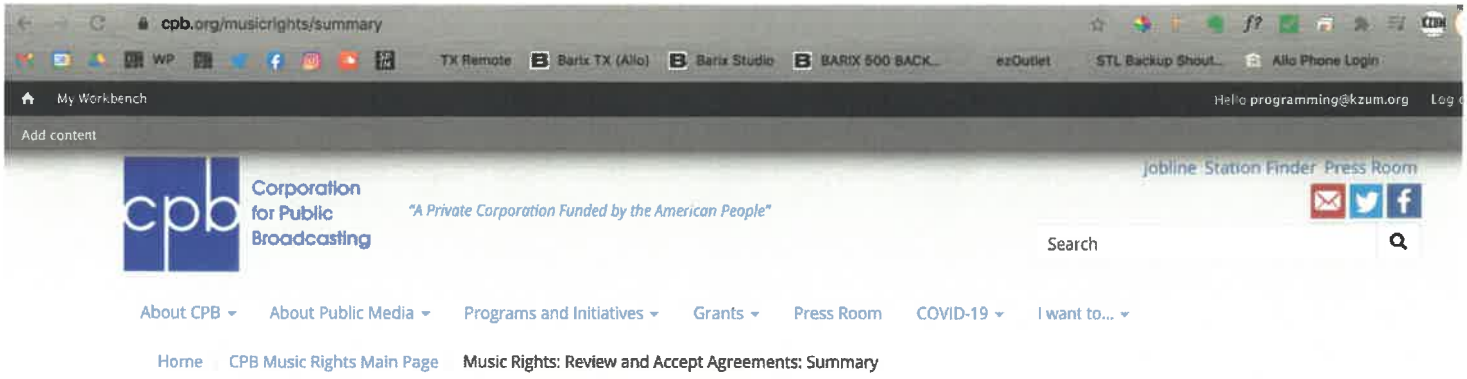


Music Rights: Review and Accept Agreements: Summary

Main | About the Agreements | Review and Accept Agreements | Your Account

This page gives your station a quick look at the agreements you have accepted and the administrative information you have provided to CPB.

A new SoundExchange Public Radio Webcasting Settlement Agreement 2021-2025 will take effect January 1, 2021 and requires action on your part. Please review below if you wish to opt-in to the new Internet music licenses.

The music license agreements contain language pertaining to possible reductions in CPB's annual appropriation. If there is a significant reduction in federal funding, CPB has the right to renegotiate the terms of the licenses.

Music license fees are paid out of CPB's System Support (6%) funds, and these costs have risen while CPB's funding has been level. CPB uses System Support funding to pay several statutory obligations, including certain interconnection costs, some of which are multi-year CPB obligations. While CPB contines to recognize the importance of funding stations' music licensing costs, if there is a significant reduction in federal funding, CPB must first give priority to statutory obligations and existing contractual obligations.



- If you see a license or agreement below that you have not accepted, you can click on the link for that agreement or license in order to review and accept it.
- Each license or agreement needs to be accepted individually.
- Your station's Primary Contact is able to log in, view, and accept the music rights agreements. In contrast, your station's Secondary Contact is able to log in and view the music rights agreements (but cannot accept them). Please click on "Your Account" above to review your station's contacts.

Agreements for Sunrise Communications Inc

Internet Music Rights

SoundExchange and BMI require regular, on-going reporting of music use on the internet by stations. Each of the Internet Music Rights agreements in this section requires a station to affirm that it accepts the terms in order to be covered by the agreement.

Click on an agreement name to accept each of the following agreements, or to review any agreement you have already accepted:

Accepted?		
Yes	BMI Web Site License Agreement 2016-2022 — radio and tv	
	Accepted on 12/08/2020 13:46:44 by programming@kzum.org (programming@kzum.org)	
Yes	SoundExchange Public Radio Webcasting Settlement Agreement 2021 - 2025 — radio only	
	Accepted on 12/08/2020 13:46:56 by programming@kzum.org (programming@kzum.org)	

Internet and Broadcast Music Rights (agreements include both)

The terms of these agreements is January 1, 2018 - December 31, 2022.



Internet and Broadcast Music Rights (agreements include both)

The terms of these agreements is January 1, 2018 - December 31, 2022.

The ASCAP agreement requires an eligible organization to provide administrative information and to affirm that it accepts the terms (or "opts-in") to be covered by the streaming music rights within. It is the only agreement in this section that requires an "opt-in." Click on the ASCAP agreement name to accept it or to review and print it if y have already accepted. ASCAP will contact stations directly if they require Broadcast Music Use Reports. The Harry Fox and SESAC agreements do not require any action or the station's part in order to be covered.

Accepted?	
Yes	ASCAP Musical Works License Agreement 2018-2022 — radio and tv
	Accepted on 02/02/2018 16:19:44 by programming@kzum.org (programming@kzum.org)
N/A	The Harry Fox Agency License Agreement 2018-2022 — radio and tv
	[No station action required]
N/A	SESAC Public Broadcasting Blanket License Agreement 2018-2022 — radio and tv
	[No station action required]

Broadcast Music Rights

BMI will contact stations directly if they require Broadcast Music Use Reports. The term of the agreement is January 1, 2018 - December 31, 2022.

BMI Broadcast License Agreement 2018-2022



Internet and Broadcast Music Rights (agreements include both)

The terms of these agreements is January 1, 2018 - December 31, 2022.

The ASCAP agreement requires an eligible organization to provide administrative information and to affirm that it accepts the terms (or "opts-in") to be covered by the streaming music rights within. It is the only agreement in this section that requires an "opt-in." Click on the ASCAP agreement name to accept it or to review and print it if you have already accepted. ASCAP will contact stations directly if they require Broadcast Music Use Reports. The Harry Fox and SESAC agreements do not require any action on the station's part in order to be covered.

Accepted?	
Yes	ASCAP Musical Works License Agreement 2018-2022 — radio and tv
	Accepted on 02/02/2018 16:19:44 by programming@kzum.org (programming@kzum.org)
N/A	The Harry Fox Agency License Agreement 2018-2022 — radio and tv
	[No station action required]
N/A	SESAC Public Broadcasting Blanket License Agreement 2018-2022 — radio and tv
	[No station action required]

Broadcast Music Rights

BMI will contact stations directly if they require Broadcast Music Use Reports. The term of the agreement is January 1, 2018 - December 31, 2022.

BMI Broadcast License Agreement 2018-2022

ASCAP MUSICAL WORKS LICENSE AGREEMENT

by and among

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

and

CORPORATION FOR PUBLIC BROADCASTING

and

PUBLIC BROADCASTING SERVICE

Effective January 1, 2018

ASCAP MUSICAL WORKS LICENSE AGREEMENT

This **ASCAP MUSICAL WORKS LICENSE AGREEMENT** (the "Agreement") is entered into as of the 1st day of January, 2018 (the "Effective Date"), by and among the **AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS**, a voluntary membership association organized under the laws of the State of New York with offices at One Lincoln Plaza, 1900 Broadway, New York, NY 10023 ("ASCAP"), on the one hand and **CORPORATION FOR PUBLIC BROADCASTING**, a nonprofit corporation organized under the laws of the District of Columbia with offices at 401 9th Street, N.W., Washington, D.C. 20004 ("CPB") and **PUBLIC BROADCASTING SERVICE**, a nonprofit corporation organized under the laws of the District of Columbia with offices at 2100 Crystal Drive, Arlington, VA 22202 ("PBS"), on the other hand, (ASCAP, CPB and PBS individually referred to as a "Party" and collectively referred to as the "Parties").

Article 1. Definitions.

1.1. "6 Percent Funds" has the meaning ascribed in Section 5.3(a).

1.2. "Advertising" means any form of advertising unit, promotion or similar message that does not conform with the limitations generally applicable to Public Broadcasting Entities (as hereafter defined), including, but not limited to, such limitations as may be imposed by (a) Section 501(c)(3) of the Internal Revenue Code (with respect to the Alternative Distribution Systems (as hereafter defined)) and (b) the Communications Act, 47 U.S.C. § 151 et seq. (with respect to over-the-air broadcasts).

1.3. "Affiliate" means an entity, directly or indirectly, controlled by, controlling of, or under common control with a Party, either now or in the future, and their respective successors and assigns. An entity shall be deemed to have control of another entity when it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, by contract or otherwise.

1.4. "Alternative Distribution Systems" means solely those systems, services, platforms, web sites (including all pages and subdomains thereof) and related software applications, embeddable players, clients and distribution means, of any kind or nature, that (a) are branded, owned and/or controlled by any Licensee and (b) make available any of the Programming Services. For the avoidance of doubt, the term "Alternative Distribution Systems" shall be deemed to include (u) the web site owned and controlled by NPR on behalf of the Public Radio Satellite System and located at URL www.prss.org, (v) the web site owned and controlled by NPR and located at URL www.publicmediaplatform.org, (w) the web site owned and controlled by Public Radio International and located at URL www.pri.org, (x) the web site owned and controlled by American Public Media and located at URL www.apm.org, (y) the web site owned and controlled by Public Radio Exchange and located at URL www.prx.org, and (z) the web sites owned and controlled by PBS and located at URLs www.pbs.org and www.pbskids.org.

1.5. "Appropriation Reduction" has the meaning ascribed in Section 5.3(a).

1.6. "Arbitration" has the meaning ascribed in Section 5.3(b).

1.7. "ASCAP Indemnitee" has the meaning ascribed in Section 10.2.

1.8. "ASCAP Member" means any individual or entity that has entered into a membership agreement with ASCAP.

1.9. "ASCAP Member Withdrawal" has the meaning ascribed in Section 9.3.

1.10. "ASCAP Repertory" means all Musical Works (as hereafter defined) (a) written and/or published by ASCAP Members or by the members of any FPRO (as hereafter defined), including Musical Works written and/or published during the Term (as such terms are hereafter defined) and (b) for which ASCAP controls, during the Term, the non-dramatic public performance rights in the Territory, but solely to the extent such rights are or may during the Term be vested in or assigned to ASCAP by ASCAP Members or by the applicable FPRO or other rights holder(s).

1.11. "Audio-Only Programming Services" means all radio or other audio-only programming services produced, packaged, transmitted, distributed, supplied, owned, controlled, operated or managed by any Licensee, together with all content including, but not limited to, shows, interstitial programs, public service announcements and promotional messages transmitted or distributed as part of such programming services or in connection therewith.

1.12. "Audio-Visual Programming Services" means all television or other audio-visual programming services produced, packaged, transmitted, distributed, supplied, owned, controlled, operated or managed by any Licensee, together with all audio-visual content including, but not limited to, shows, motion pictures or films (including motion pictures or films of a "musical" genre), music videos, television programs, interstitial programs, public service announcements and promotional messages (or any portions of any of the foregoing) transmitted or distributed as part of such audio-visual programming services or in connection therewith, but specifically excluding the PBS national satellite programming feed, commonly known as the "PBS National Feed" or Schedule XD," or any shows, motion pictures or films (including motion pictures or films of a "musical" genre), music videos, television programs, interstitial programs, public service announcements and promotional messages, or any part thereof, produced, packaged, distributed, supplied, owned, controlled, operated or managed, in whole or in part, by PBS and made available for a fee for transmission or reception by or to any third

party cable operator, multichannel multipoint distribution service, direct broadcast satellite service, wireline video distribution service (*e.g.*, Verizon FiOS, AT&T U-verse) or television receiver-only satellite program distributor, which makes available for purchase, by subscribers or customers, multiple channels of audio-visual programming content via any multichannel audio-visual programming distribution system that is owned, controlled and operated by such third party, the Parties acknowledging and agreeing that the right to publicly perform Musical Works in the ASCAP Repertory by or through the transmission of the PBS National Feed shall be subject to a separate agreement by and among the Parties.

1.13. "Claims" has the meaning ascribed in Article 6.

1.14. "Commercial Mediation Procedures" has the meaning ascribed in Section 11.7.

1.15. "Confidential Information" has the meaning ascribed in Section 7.1.

1.16. "Content Protection System" has the meaning ascribed in Article 4.

1.17. "Co-Owned Works" has the meaning ascribed in Section 9.2.

1.18. "CPB Termination Date" has the meaning ascribed in Section 5.3(b).

1.19. "CRB" means the U.S. Copyright Royalty Board and any successor agency or body thereto.

1.20. "Cue Sheet Report" has the meaning ascribed in Section 5.6(a).

1.21. "Dispute Notice" has the meaning ascribed in Section 11.7.

1.22. "FPRO" (*i.e.*, 'foreign performing rights organization') means any entity incorporated or otherwise legally organized outside of the United States with which ASCAP has a written and binding agreement that authorizes ASCAP to license and/or administer Musical Works owned or controlled by such entity.

1.23. "Independently Programmed Station" has the meaning ascribed in Section 5.6(b).

1.24. "License Agreement" has the meaning ascribed in Section 5.3(b).

1.25. "License Fee Allocation" has the meaning ascribed in Section 5.3(a).

1.26. "License Fees" has the meaning ascribed in Section 5.1.

1.27. "Arbitration" has the meaning ascribed in Section 5.3(b).

1.28. "License Termination" has the meaning ascribed in Section 5.3(c).

1.29. "Licensed Station" means, individually, a (a) PBS Station, (b) Non-PBS Station, (c) NPR Station or (d) Non-NPR Station and, collectively, the PBS Stations, Non-PBS Stations, NPR Stations and Non-NPR Stations.

1.30. "Licensee(s)" means, individually, each of CPB and PBS, as Parties to this Agreement, or NPR, a Licensed Station or a Public Broadcasting Entity, as Non-Signing Entities, and, collectively, CPB, PBS, NPR, the Licensed Stations and Public Broadcasting Entities.

1.31. "Licensee Indemnitee" has the meaning ascribed in Section 10.1.

1.32. "Mediation Notice" has meaning ascribed in Section 11.7.

1.33. "Monthly Payment" has the meaning ascribed in Section 5.2.

1.34. "Multiple Feed Licensee" has the meaning ascribed in Section 5.6(b).

1.35. "Musical Work" means any copyrightable musical composition, including any lyrics or words written to be used with such composition.

1.36. "National Public Radio" or "NPR" is a nonprofit corporation organized under the laws of the District of Columbia with offices at 1111 North Capitol Street, N.E., Washington, D.C. 20002.

1.37. "Non-NPR Station" means any Public Broadcasting Entity operating as a Licensed Station that is not an NPR Station and identified on Schedule D (as such Schedule may be updated in accordance with the terms and conditions of Section 5.5(d)).

1.38. "Non-PBS Station" means any Public Broadcasting Entity operating as a television broadcast station that is not a PBS Station and identified on Schedule B (as such Schedule may be updated in accordance with the terms and conditions of Section 5.5(b).

1.39. "Non-Signing Entities" means NPR, the Licensed Stations, and any Public Broadcasting Entity that are not Parties to this Agreement, but are third-party beneficiaries and that will receive all such rights described herein as long as they comply with all the obligations associated with those rights.

1.40. "Notice of Renegotiation" has the meaning ascribed in Section 5.3(a).

1.41. "NPR Station" means any Public Broadcasting Entity operating as a Licensed Station that regularly transmits NPR Audio-Only Programming Services at any period during the Term and identified on Schedule C (as such Schedule may be updated in accordance with the terms and conditions of Section 5.5(c)).

1.42. "OTT Provider" means any multichannel video and/or audio programming distribution platform or service that offers audio-visual and/or audio programming content to end users located in the Territory solely by means of the public Internet or other publicly accessible IP transmission path (*i.e.*, "over-the-top").

1.43. "PBS Licensees" has the meaning ascribed in Section 5.5(a).

1.44. "PBS Station" means any Public Broadcasting Entity or any PBS member station that regularly transmits Audio-Visual Programming Services at any period during the Term and identified on Schedule A (as such Schedule may be updated in accordance with the terms and conditions of Section 5.5(a)).

1.45. "Programming Services" means, collectively, the Audio-Only Programming Services and the Audio-Visual Programming Services.

1.46. "Public Broadcasting Entity" means a "public broadcasting entity" as defined in 17 U.S.C. §118(f) and/or 47 U.S.C. § 397(11) and that, in the case of a Licensed Station, receives, or is eligible to receive, general operational support from the CPB pursuant to the Public Broadcasting Act of 1967, as amended; provided, however, that, if at any time during the Term CPB should cease its intended supporting function, dissolve, or otherwise discontinue funding and supporting public broadcasting, for purposes of this Agreement, "Public Broadcasting Entity" shall, following such dissolution, termination or cessation, mean any entity that, in the case of a Licensed Station, received, was eligible to receive or would have been eligible to receive such general operational support from CPB immediately prior to such dissolution, termination or cessation.

1.47. "Radio Station Broadcast Music Report" has the meaning ascribed in Section 5.6(d).

1.48. "Reports" has the meaning ascribed in Section 5.6(g).

1.49. "Restricted Musical Works Threshold" has the meaning ascribed in Section 3.5.1.

1.50. "Single Feed Licensee" has the meaning ascribed in Section 5.6(b).

1.51. "Sufficient Monthly Appropriation" has the meaning ascribed in Section 5.2.

1.52. "Term" has the meaning ascribed in Section 8.1.

1.53. "Territory" means the United States of America, its territories, dependencies and possessions during the Term hereof.

1.54. "Through to the Audience Basis" means, in reference to the scope of the rights granted under this Agreement, a license that authorizes the simultaneous or so-called "delayed" non-dramatic public performance of any Musical Works in the ASCAP Repertory included or incorporated in the Licensee Programming Services (or any portion thereof) that are transmitted to end users by any means now known or hereinafter devised, irrespective of the method, format and/or protocols of transmission or delivery of said transmissions (e.g., linear feed, web site, on-demand, streaming, mobile application, progressive stream, etc.), and includes all public performances occurring in the chain of transmission through to the end user, whether made directly by any Licensee or by an entity authorized by any Licensee to deliver any Licensee Programming Service(s).

1.55. "Third Party PRO" has the meaning ascribed in Section 5.4.

1.56. "Year" means any calendar year during the Term.

Article 2. License Grant.

2.1. Scope of License. Subject to the terms and conditions of this Agreement, ASCAP hereby grants to Licensees a non-exclusive, non-transferable, non-sublicensable right and license, solely during the Term, to make non-dramatic public performances of the ASCAP Repertory (or any part thereof) in the Territory on a Through to the Audience Basis by or through the (a) broadcast, transmission and/or retransmission, either directly or via a cable system or satellite carrier of the Audio-Visual Programming Services, (b) transmission or retransmission of the Audio-Visual Programming Services and/or the Audio-Only Programming Services by an OTT Provider solely via a simultaneous linear feed(s), *i.e.*, a feed(s) that generally conforms to a linear feed(s) transmitted by a Licensee (*e.g.*, subject to platform rights restrictions, *etc.*) and, if applicable, the transmission or retransmission of associated on-demand content, (c) broadcast, transmission and/or retransmission of the Audio-Only Programming Services, including broadcast or transmission via FM translator or FM booster, (d) distribution of the Programming Services directly by or on behalf of PBS, NPR, a Public Broadcasting Entity or any Licensed Station on and through the Alternative Distribution Systems, which includes the right to publicly perform the ASCAP Repertory on websites, software applications, systems, platforms or services owned, controlled or operated by a third party by and through software applications, embeddable players, clients and distribution means branded, owned and/or controlled by an applicable Licensee, and (e) solely with respect to NPR, at its headquarters facility. For the avoidance of doubt, the foregoing includes the right of any Licensed Station to make public performances of the ASCAP Repertory (or any part thereof) by and through: (y) the transmission to a cable system for transmission by such cable system to the local service area of such

Licensed Station when the Licensed Station does not make a simultaneous over-the-air broadcast transmission to the public in its local service area; and (z) instructional television fixed service (ITFS) or subsidiary communications authorities (SCA), or similar services, in the course of a transmission of public telecommunications services lawfully furnished by and transmitted with the permission of the appropriate Licensed Station, provided that (i) no Advertising is accepted with respect to transmission of such services and (ii) neither the Licensed Station nor such transmitter receives any payment from or, on account or behalf of, any individual listener or viewer on account of such program services. For the avoidance of doubt, the rights and license set forth in this Section 2.1 shall not extend to any entity, service, system, platform or offering distributing or transmitting the Programming Services, which has its own license (or has applied for one) from ASCAP, which license specifically covers the right to publicly perform the Musical Works in the ASCAP Repertory included or incorporated in the applicable Programming Services.

2.2. License Limited to Non-Commercial Uses. This license is limited to non-dramatic public performances of the ASCAP Repertory solely in connection with the broadcast or transmission of the Programming Services and the noncommercial use of the content contained therein, which at all times shall be in accordance with the limitations generally applicable to Public Broadcasting Entities including such limitations as may be imposed by Section 501(c)(3) of the Internal Revenue Code (with respect to transmissions via the Alternative Distribution Systems) and the Communications Act of 1934, 47 U.S.C. § 151 et seq. (with respect to over-the-air broadcasts).

2.3. License Limited to Non-Dramatic Performances. This license is limited to non-dramatic performances of the Musical Works in the ASCAP Repertory. This license does not authorize the dramatic performances of any Musical Work in the ASCAP Repertory, nor does it authorize the public performance of any opera, operetta, musical comedy, play, or like production, as such, in whole or in part; provided, however, this license does authorize the public performance of Musical Works embodied in recordings constituting the audio soundtracks of operas, operettas, musical comedies, plays or like productions. For purposes of this Agreement, and without prejudice to any position taken and without serving as a precedent in any manner in any other agreements or negotiations entered into by the Parties, it is expressly understood by the Parties that the nature of the performance of Musical Works made by the transmission of Audio-Visual Programming Services, including content consisting of what are commonly known as "music videos" and motion pictures/films in the "musical" genre, are of a non-dramatic nature. Nothing in this Agreement shall be construed to grant to any Licensee, or any third party, any other music-related rights including, but not limited to, the right to reproduce, copy, distribute or perform publicly by any means, method or process whatsoever, any sound recording embodying any Musical Works (or any part thereof).

2.4. License Limited to the Territory. This license is limited to non-dramatic public performances of the Musical Works in the ASCAP Repertory solely in the Territory. Notwithstanding the foregoing, it shall not be deemed a breach of this Agreement, and no Licensee shall incur any liability hereunder, solely as a result of Licensee's transmission of, or any third party accessing, the Audio-Only Programming Services or Audio-Visual Programming Services outside of the Territory.

2.5. Reservation of Rights. Except for the limited rights and licenses granted to Licensees pursuant to this Agreement and subject to the applicable obligations and restrictions set forth herein, nothing shall be construed to restrict, impair, encumber, alter, deprive or adversely affect the ASCAP Repertory or any of ASCAP's rights or interests therein or any other ASCAP intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials or rights, tangible or intangible. Except as otherwise expressly provided in this Agreement, nothing herein shall be deemed to constitute a waiver or relinquishment by Licensees, or otherwise operate in prejudice of, any rights the Licensees may have arising under Section 118 of the U.S. Copyright Act, or any successor provisions thereto, or any other statutory license or be deemed to constitute a waiver or relinquishment by ASCAP, or otherwise operate in prejudice of, any rights ASCAP may have arising under either Section 111, Section 119 or Section 122 of the U.S. Copyright Act or any successor provisions thereto, each of which is hereby reserved.

Article 3. Restrictions and Conditions.

3.1. No Right to Sublicense or Redistribute. Except as expressly provided in Section 2.1, (a) in no event shall any Licensee sublicense, transfer, convey or assign (other than in connection with an assignment of this Agreement as specifically permitted under Section 11.2) the rights granted to Licensees herein or license others including, but not limited to, any Affiliate of any Licensee and/or any viewer, to perform publicly or redistribute in any way any Musical Work in the ASCAP Repertory and (b) nothing in this Agreement shall be (i) construed to authorize any Licensee to grant to any venue including, but not limited to, bars, restaurants, taverns, hotels, retail establishments, and other similar businesses or establishments, any right to perform publicly any of the ASCAP Repertory licensed under this Agreement or (ii) deemed to grant to any third party any right to perform publicly by any means, method or process whatsoever, any Musical Work in the ASCAP Repertory.

3.2. Origination of Transmission or Distribution. The Parties acknowledge and agree that, for purposes of the rights granted by ASCAP pursuant to Section 2.1, the transmission or distribution of any Programming Service may originate at a location under the control of a third party other than a Licensee; provided, however, that except as expressly provided in Section 2.1, nothing contained herein shall be deemed to authorize or grant any license to such third party or any other third party producing, presenting or

otherwise in control of the applicable Programming Services, as applicable, to publicly perform the ASCAP Repertory (or any part thereof).

3.3. No Reproduction. Nothing in this Agreement shall be construed to grant to any Licensee, or any third party, any right to reproduce or copy by any means, method or process whatsoever, any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under the Agreement.

3.4. Programming Services Made Available Via Alternative Distribution Systems. Programming Services made available via any Alternative Distribution Systems shall at all times be hosted and served by or on behalf of the applicable Licensee. In no event shall any Programming Services made available via any Alternative Distribution Systems be sold, offered or otherwise made available to consumer end-users as a paid or premium service, either on a stand-alone basis of as part of a bundled offering, provided, however, that Licensees may limit access to certain Alternative Distribution Systems, or any content made available thereon or functionality thereof, solely to consumer end-users who are contributing members of a Licensed Station or other Public Broadcasting Entity. For the avoidance of doubt, fees or charges paid or payable to obtain access to the Internet or to a commercial, pay and/or premium service, where general access requires a subscription, shall not be deemed to violate the restrictions set forth in this Agreement.

3.5. Right to Restrict.

3.5.1 General. Licensees acknowledge and agree that ASCAP Members shall have the right, at any time and from time to time, in good faith, to restrict any excessive broadcast of Musical Works in the ASCAP Repertory, only for the purpose of preventing harmful effect upon such Musical Works, in respect of other interests under the copyrights thereof; provided, however, that (a) the maximum number of Musical Works which may be at any time thus restricted shall not exceed 750 (the "Restricted Musical Works Threshold") and that limited licenses shall be granted upon application to ASCAP entirely free of additional charge as to such restricted Musical Works, if and when the copyright owners thereof are unable to show reasonable hazards to their major interests likely to result from such television broadcasting, (b) such right to restrict any such Musical Work shall not be exercised for the purpose of permitting the fixing or regulating of fees for the recording or transcribing of such Musical Work, (c) in no event shall any charges, "free plugs" or other consideration be required in respect of any permission granted to perform any such restricted Musical Work and (d) in no event shall any such Musical Work, after the initial television broadcast thereof, be restricted for the purpose of confining further television broadcasts thereof to a particular artist, station, network or program.

3.5.2 Additional Restriction Rights. Notwithstanding anything contained in this Agreement to the contrary, ASCAP reserves the right, at any time and from time to time, in good faith, to restrict the television broadcasting of Musical Works in the ASCAP Repertory over and above the Restricted Musical Works Threshold, only as to which any suit has been brought or threatened against ASCAP or any ASCAP Member alleging (a) that such Musical Works infringe one or more Musical Works not contained in the ASCAP Repertory and/or (b) that ASCAP does not have the right to license the public performance of such Musical Work by television broadcasting.

Article 4. Content Protection Obligations and Procedures.

To the extent any Licensee maintains and implements content protection measures, systems, technology, practices and procedures designed to protect and maintain the security and integrity of the Programming Services broadcast, transmitted and made available to end users (the "Content Protection System"), and the Content Protection System becomes compromised in a manner or for a time period requiring Licensee to give notice thereof to a majority of other third party suppliers of content, then Licensee shall promptly notify ASCAP of such compromise (and of any changes in circumstances relating to such compromise, including any restoration of security, as Licensee may be required to provide to other third party suppliers of content).

Article 5. Fees and Reports.

5.1. License Fees. In consideration of the rights and licenses granted by ASCAP to Licensees pursuant to Section 2.1, and subject to, and in accordance with, the following provisions of this Article 5, CPB, on behalf of the Licensees, shall remit to ASCAP license fees in the amount of [redacted] for each year of the Term (each a "License Fee" and collectively, the "License Fees").

5.2. Payment Terms. Each annual License Fee shall be payable on or before January 31 of each calendar year of the Term except as follows: In the event CPB has not actually received its primary Federal appropriation of at least three hundred seventy-five million dollars ($375,000,000) for any Federal fiscal year (October 1 through September 30) during the Term, but CPB has actually received monthly installments (or, a cumulative amount over a thirty (30) day period) of at least thirty-one million two hundred fifty thousand dollars ($31,250,000) per month for its primary Federal appropriation for such fiscal year (each a "Sufficient Monthly Appropriation"), then, solely for the calendar year commencing during such fiscal year, CPB shall remit to ASCAP the annual License Fee at the rate of one-twelfth (1/12) per month for every month that CPB has actually received a Sufficient Monthly Appropriation ("Monthly Payment(s)"), with such Monthly Payments due and payable on or before the last day of each month of the applicable calendar year commencing on January 31; provided, however, that if, after having commenced Monthly Payments, CPB receives appropriations equal to or greater than three hundred seventy-five million dollars ($375,000,000) for that Federal fiscal year, CPB shall pay the

remaining outstanding License Fee due for such calendar year. CPB shall provide notice to the Parties of its intention to make Monthly Payments at least fifteen (15) days prior to the date on which any applicable annual License Fee is due. Solely in the event that (a) ASCAP has issued an invoice to CPB between December 1 of the preceding calendar year and January 1 of the applicable year, (b) CPB does not make payment of any applicable annual License Fee by February 15 of the applicable year or a Monthly Payment within fifteen (15) days of its due date, and (c) an Appropriation Reduction, as defined in Section 5.3(a), has not occurred, and provided that ASCAP has given notice to CPB of the missed payment and CPB has not remitted the required payment within five (5) business days of receipt of such notice, CPB shall pay a late payment charge equal to one percent (1%) of the License Fee, or the Monthly Payment, as applicable, per month, or the maximum rate permitted by New York law, whichever is less, calculated from the date such payment was due (excluding any amounts in good faith dispute).

5.3. CPB Allocation Reduction.

(a) Solely in the event that for any Federal fiscal year (October 1 through September 30) during the Term and prior to the due date for payment of the next applicable License Fee (either the annual License Fee or the Monthly Payment, as applicable), either (i) CPB's primary Federal appropriation is reduced below three hundred seventy-five million dollars ($375,000,000), including, but not limited to, instances of rescission, sequestration or other circumstances where allocated funds have been reduced, returned, requested or required to be returned, or (ii) ninety (90) days prior to the due date for payment of the next applicable License Fee (either the annual License Fee or the Monthly Payment, as applicable), CPB has not actually received a Federal appropriation of at least three hundred seventy-five million dollars ($375,000,000), or any lesser amount not equivalent to at least three hundred seventy-five million dollars ($375,000,000) on an annualized basis or (iii) if ninety (90) days prior to the due date for payment of the next applicable annual License Fee, the portion of CPB's Federal appropriation allocated pursuant to 47 U.S.C. 369 (k)(3)(A)(i)(II) (such portion the "6 Percent Funds") have been limited, reduced, or otherwise have not been made fully available so that the 6 Percent Funds are not sufficient to pay both the License Fee and the interconnection costs identified pursuant to 47 U.S.C. 369 (k)(3)(A)(iv)(I) (each an "Appropriation Reduction"), CPB may, at its sole option exercised upon written notice to the other Parties (a "Notice of Renegotiation"), suspend its obligation to make remaining License Fee payments on behalf of the Public Broadcasting Entities. Promptly following receipt of any Notice of Renegotiation the Parties shall seek to meet and negotiate in good faith an allocation of the remaining License Fee payment obligation among the Licensees (the "License Fee Allocation"). The Parties agree and acknowledge that any Appropriation Reductions described in (i), (ii) and (iii) above may, independently, give rise to CPB's right to exercise its option to suspend its payment obligation and that CPB's failure to exercise such option upon the occurrence of any Appropriation Reduction shall not impair or be construed as a waiver of CPB's right to exercise such option if and when any other Appropriation Reduction occurs. The Parties further acknowledge and agree that following delivery of a Notice of Renegotiation, CPB's obligation to pay any remaining License Fees as provided in Section 5.1 and Section 5.2 shall be suspended but the licenses granted herein shall otherwise remain in effect and fully enforceable, and the Parties shall seek to negotiate an allocation of the License Fee to and among the Licensees ("the "License Fee Allocation"). In the event the Parties are unable to agree on the terms and conditions of a License Fee Allocation within sixty (60) days of the Notice of Renegotiation, then the Parties may proceed to Arbitration as set forth in Paragraph 5.3(b) below., In the event that any time following a Notice of Renegotiation but prior to a decision rendered in connection with an Arbitration conducted pursuant to Section 5.3(b) CPB's primary Federal appropriation is restored in an amount equal to or greater than three hundred seventy-five million dollars ($375,000,000) on an annualized basis for an applicable fiscal year, then CPB's obligation to pay any remaining License Fees shall automatically be restored.

(b) In the event the Parties are unable to agree on the terms and conditions of a License Fee Allocation within sixty (60) days of the Notice of Renegotiation, CPB may terminate its obligation to pay any remaining amount of the License Fee by providing prompt written notice to the other Parties, and the Parties shall promptly engage the American Arbitration Association in Washington, DC to conduct a binding arbitration (the "Arbitration") solely to determine the License Fee Allocation. The Parties agree that the Arbitration shall be conducted by a panel of three arbitrators: one selected by ASCAP; one selected jointly by CPB and PBS; and one selected either by the two Party-appointed arbitrators or the AAA in accordance with its prevailing rules and procedures. The Arbitration shall determine (i) the proper apportionment of the remaining License Fee to and among the Licensees (including on a per station basis) in light of all the circumstances, taking into account, by way of example but not limitation, the Licensees' use of the ASCAP Repertory as licensed hereunder; the remaining License Fees to be paid; the remaining duration of the Term; and the programming of such Licensees; (ii) the reasonableness (if any) of adding a surcharge to cover additional administrative costs and expenses incurred by ASCAP resulting from the License Fee Allocation, including the establishment of accounts for and invoicing individual Licensees, such surcharge in no event to exceed 10% of any individual Licensee's apportioned amount of the License Fee Allocation; and (iii) the manner in which the respective rights and obligations of ASCAP and each Licensee shall be memorialized (each a "License Agreement"); provided, however, that in all events such rights and obligations shall be consistent with those set forth in this Agreement. Prior to the commencement of the Arbitration, CPB will notify the Licensees of each Licensee's option to (1) decline to participate in the Arbitration, in which case the applicable Licensee's rights to use the ASCAP Repertory pursuant to the terms and conditions of this Agreement shall be terminated or (2) participate in the Arbitration, continue its use of the ASCAP

Repertory, and, at the conclusion of the Arbitration, accept or reject the offered License Agreement; provided, that any Licensee continuing to use the ASCAP Repertory will be responsible for payment of the license fee determined through the Arbitration or negotiated directly with ASCAP effective as of the end date of the period for which a License Fee installment payment and/or Monthly Payment was last made by CPB (the "CPB Termination Date"). Without limiting the foregoing, any Licensee rejecting the License Agreement may seek a license directly from ASCAP or otherwise pursue its rights under Section 118 of Title 17, United States Code. The Parties shall use commercially reasonable efforts to complete the Arbitration promptly and no later than one hundred eighty (180) days after commencement of such Arbitration. Each Party shall bear its own costs of participation in the Arbitration; provided, however that in the event that CPB has terminated its license obligations with all those performing rights organizations regarding rights under Section 118 of Title 17, United States Code with annual license fee payments over one million dollars ($1,000,000), the costs of the Arbitration shall be paid for by ASCAP; provided, however, that fifty percent (50%) of such costs shall be recovered by adding each Licensee's proportional share of same to its applicable License Agreement. Except with respect to an agreement resulting from the Arbitration, the results of the Arbitration are non-precedential and non-prejudicial and shall not be construed, deemed or serve as a precedent in any manner or be deemed acceptable, in whole or in part, in any other agreements, negotiations or understandings, entered into by ASCAP or a Licensee or in any proceeding before the Copyright Royalty Board or before any court of competent jurisdiction.

(c) Based on the final decision rendered in the Arbitration, ASCAP will offer each Licensee a License Agreement to perform the musical works in the ASCAP repertory, effective as of the CPB Termination Date and otherwise incorporating the terms of this Agreement and containing a license fee in accordance with the License Fee Allocation as determined by the Arbitration. If the Licensee fails to execute the License Agreement within sixty (60) days following receipt, such Licensee's right to perform the ASCAP Repertory works under the terms of the Agreement shall terminate ("License Termination"); provided, however, (i) that such Licensee's rights pursuant to Section 118 of Title 17, United States Code, shall not be waived; and (ii) that, unless such Licensee has executed a License Agreement, such Licensee shall be responsible for securing alternative license arrangements, retroactive to the CPB Termination Date.

5.4. License Fee Acknowledgment. Each Party acknowledges and agrees that, except as expressly provided for in this Agreement including under Section 5.3 hereof), the License Fees set forth herein are final and shall not be reduced, adjusted, amended or modified during the Term in any manner or for any reason without the written consent of the other Party (which may be withheld in such other Party's sole discretion). The Parties further acknowledge and agree that the License Fees due and payable to ASCAP under this Agreement are based upon the total value attributable solely to the interests in and to the Musical Works included in the ASCAP Repertory that are owned and/or controlled by ASCAP Members, specifically excluding any and all rights and interests in and to such Musical Works that are not controlled by, vested in and/or assigned to ASCAP, including any rights or interests controlled by, vested in and/or assigned to any other performing rights organization(a "Third-Party PRO") and/or any other third party rights holders. CPB, NPR and PBS agree that that neither ASCAP nor any ASCAP Member shall be required to account to any third party rights holder in any Musical Work in the ASCAP Repertory that is a member, affiliate, client of, or otherwise associated with, any Third Party PRO for the rights granted to Licensee hereunder except to the extent such ASCAP Member is required to account to any third party rights holder in any Musical Work in the ASCAP Repertory pursuant to any applicable contractual obligation. Nothing in this Agreement shall be deemed to limit or abrogate the license granted to Licensees in this Agreement to use or perform any Musical Work included in the ASCAP Repertory.

5.5. Updated Schedules. At the same time that any Annual License Fee payment is due and payable by CPB hereunder, PBS, upon ASCAP's reasonable request and only to the extent it is reasonably feasible for them to do so, NPR and CPB shall submit updates to the Schedules, which updated Schedules shall become parts of this Agreement, as follows:

(a) Schedule A shall include a list of all PBS Stations, including, upon ASCAP's reasonable request and only to the extent PBS keeps such information in the normal course of business, the FCC Facility ID of each, and the PBS licensee with which each PBS Station is associated ("PBS Licensees"), identifying which PBS Licensees are Single Feed Licensees and which are Multiple Feed Licensees, and which PBS Stations or groups of stations are Independently Programmed Stations, and, to the extent the information can be obtained with reasonable efforts, which PBS Stations are transmitting any secondary digital signals (i.e. multicasting) and the number (and name if any) of such secondary multicast signals.

(b) Schedule B shall include a list of all Non-PBS Stations, including, upon ASCAP's reasonable request and only to the extent CPB keeps such information in the normal course of business, the FCC Facility ID of each, and, to the extent the information can be obtained with reasonable efforts, which Non-PBS Stations are transmitting any secondary digital signals (i.e. multicasting) and the number (and name if any) of such secondary multicast signals.

(c) Schedule C shall include list of all NPR Stations, including, upon ASCAP's reasonable request and only to the extent NPR keeps such information in the normal course of business, the FCC Facility ID of each, which list shall designate which NPR Stations have six (6) or more full-time employees and which NPR Stations repeat one hundred (100) percent of the programming of another NPR Station, and, to the extent the information can be obtained with reasonable efforts, which NPR

Stations are transmitting any secondary in-band, on-channel ("IBOC") digital HD radio signals (i.e. multicasting) and the number (and name if any) of such secondary multicast signals.

(d) Schedule D shall include a list of all Non-NPR Stations, including, upon ASCAP's reasonable request and only to the extent CPB keeps such information in the normal course of business, the FCC Facility ID of each, which list shall designate which Non-NPR Stations have six (6) or more full-time employees, and, to the extent the information can be obtained with reasonable efforts, which Non-NPR Stations are transmitting any secondary in-band, on-channel ("IBOC") digital HD radio signal (i.e. multicasting) and the number (and name if any) of such secondary multicast signals.

(e) ASCAP acknowledges and agrees that, except for Licensees' persistent uncured failure to timely provide updated schedules in accordance with this Section 5.5, and provided that Licensees during the Term act in good faith to provide such updated schedules as required herein, the failure to provide complete information in connection therewith shall not, in and of itself, be deemed to be a material breach of this Agreement.

5.6. Reports.

(a) To the extent reasonably practicable, PBS and NPR shall maintain and, within thirty-one (31) days after the end of each calendar quarter, furnish to ASCAP copies of their standard cue sheets listing the non-dramatic performances of musical compositions on PBS and NPR programs during the preceding quarter (including, to the extent such information is reasonably obtainable by PBS and NPR, the title, author, publisher, type of use, and manner and duration of performance thereof) (each such report a "Cue Sheet Report") via electronic cue sheets. PBS acknowledges that, as of the date of execution of this Agreement, (i) it is using and is encouraging producers to use the reporting system currently known as "RapidCue," and (ii) it intends, but is not obligated, to continue to do so. In the event ASCAP requests that its users switch to any other reasonable reporting system other than RapidCue that provides a similar user experience and is provided for use free of charge, then PBS will consider switching to such other reporting system. PBS and NPR will make a good faith effort to obtain the information to be listed on such Cue Sheet Reports.

(b) PBS Licensees shall furnish to ASCAP, upon request and designation of ASCAP, Cue Sheet Reports for individual programs which any applicable PBS Licensee produces (if any) via electronic cue sheets; provided, however, that PBS Licensees shall not be responsible for providing Cue Sheet Reports for programs for which cue sheets have already been provided by PBS to ASCAP. PBS Licensees will make a good faith effort to obtain the information to be listed on such Cue Sheet Reports. In the case where a PBS Licensee operates only one (1) or more PBS Stations each of which broadcasts simultaneously or on a delayed basis all or at least eighty-five (85) percent of the same programming (a "Single Feed Licensee"), that Single Feed Licensee will not be obligated to furnish Cue Sheet Reports to ASCAP for more than one of its PBS Stations in each Year. In the case where a PBS Licensee operates two (2) or more PBS Stations which do not broadcast all or at least eighty-five (85) percent of the same programming on a simultaneous or delayed basis (a "Multiple Feed Licensee"), that Multiple Feed Licensee may be required to furnish a Cue Sheet Report for each PBS Station or group of stations which broadcasts less than eighty-five (85) percent of the same programming as that aired by any other PBS Station or group of stations operated by that Multiple Feed Licensee (such station or group of stations being referred to as an "Independently Programmed Station") in each Year. In each Year, ASCAP shall be limited to requesting Cue Sheet Reports from PBS Licensees covering a total number of PBS Stations equal to no more than fifty (50) percent of the total of the number of PBS Single Feed Licensees plus the number of Independently Programmed Stations operated by Multiple Feed Licensees; provided, however, that ASCAP shall be entitled to receive Cue Sheet Reports covering not less than ninety (90) PBS Stations in any given Year. Subject to the limitations set forth above, PBS Stations shall be obligated to furnish to ASCAP such Cue Sheet Reports for each station for a period of no more than seven (7) days in each Year.

(c) Non-PBS Stations shall furnish to ASCAP, upon request and designation of ASCAP, Cue Sheet Reports for individual programs which any applicable PBS Licensee produces (if any) via electronic cue sheets. CPB shall encourage, but not require, non-PBS Stations to use "RapidCue," or any other reasonable means suggested by ASCAP for the Non-PBS Stations Cue Sheet Reports. Non-PBS Stations will make a good faith effort to obtain the information to be listed on such Cue Sheet Reports. In each Year, ASCAP shall be limited to requesting Cue Sheet Reports from no more than fifty (50) percent of Non-PBS Stations. Subject to the limitations set forth above, Non-PBS Stations shall be obligated to furnish to ASCAP such Cue Sheet Reports for each station for a period of no more than seven (7) days in each Year.

(d) NPR Stations which have six (6) or more full-time employees shall furnish to ASCAP, upon request and designation of ASCAP, music use reports, electronically in the form and in accordance with the instructions set forth on Schedule E for one week per Year (each a "Radio Station Broadcast Music Report") that shall list all musical compositions broadcast by such NPR Station showing the title, author and publisher of each composition, station call letters, date, time and duration of performance, to the extent such information is reasonably obtainable; provided, however, that NPR Stations shall not be responsible for providing information related to musical compositions broadcast as part of programs for which such information or cue sheets have already been provided to ASCAP. NPR Stations will make a good faith effort to obtain the information to be listed on such music use reports. In each Year, ASCAP shall be limited to requesting music use reports from no more than fifty (50) percent of NPR Stations that have six (6) or more full-time employees. Notwithstanding the foregoing, if the

number of NPR Stations with six (6) or more employees (from which ASCAP shall initially designate and request reports) falls below twenty-five (25) percent of the total number of all NPR Stations, then ASCAP may request reports from additional NPR Stations, regardless of the number of employees, so that ASCAP shall be entitled to receive music use reports from not less than twenty-five (25) percent of all NPR Stations.

(e) Non-NPR Stations which have six (6) or more full-time employees shall furnish to ASCAP, upon request and designation of ASCAP, Radio Station Broadcast Music Reports , electronically in the form and in accordance with the instructions set forth on Schedule E for one week per Year that shall list all musical compositions broadcast by such Non-NPR Station showing the title, author and publisher of each composition, station call letters, date, time and duration of performance thereof, to the extent such information is reasonably obtainable; provided, however, that Non-NPR Stations shall not be responsible for providing information related to musical compositions broadcast as part of programs for which such information or cue sheets have already been provided to ASCAP. Non-NPR Stations will make a good faith effort to obtain the information to be listed on such music use reports. In each Year, ASCAP shall be limited to requesting music use reports from no more than fifty (50) percent of the Non-NPR Stations that have six (6) or more full-time employees. Notwithstanding the foregoing, if the number of Non-NPR Stations with six (6) or more employees (from which ASCAP shall initially designate and request reports) falls below twenty-five (25) percent of the total number of all Non-NPR Stations, then ASCAP may request reports from additional Non-NPR Stations, regardless of the number of employees, so that ASCAP shall be entitled to receive music use reports from not less than twenty-five (25) percent of all Non-NPR Stations. Notwithstanding any other provision set forth in this Section 5.6, Licensee shall not be in breach of this Section 5.6 if it provides to ASCAP the same streaming reports that it provides to SoundExchange Inc. in respect of its audio content streaming activities.

(f) Subject to and without limiting the provisions of subsections (a) through (e) above, upon ASCAP's reasonable request, within thirty-one (31) days after the end of each calendar quarter, CPB, PBS and NPR shall submit a report containing information associated with the access to or use of the Programming Services on and through the Alternative Distribution Systems during the applicable quarter, but only to the extent Licensee keeps such information in the normal course of business, and in a format to be mutually agreed upon by the Parties. To the extent CPB, PBS and NPR provide such information to SoundExchange or BMI, it shall be sufficient for CPB, PBS and NPR (respectively) to report the same information to ASCAP. In addition, Licensees shall provide ASCAP with responses to any additional reasonable requests ASCAP may make for additional data, information and substantiating documentation that ASCAP requires in order to calculate and distribute royalties in connection with the public performance of Musical Works in the ASCAP Repertory, provided such additional requests do not impose any unreasonable burden on Licensees.

(g) ASCAP acknowledges and agrees that except for Licensees' persistent uncured failure to timely provide complete Cue Sheet Reports, Radio Station Music Reports and/or other reports required by this Section 5.6 (collectively "Reports"), and provided that Licensee during the Term acts in good faith to provide such Reports as may be required herein, the failure to provide complete Reports shall not, in and of itself, be deemed to be a material breach of this Agreement. Further, notwithstanding anything to the contrary, to the extent the provisions of this Section 5.6 address types of reporting that Licensees have made to ASCAP in the past, ASCAP acknowledges that a continuation of prior practices between the parties will be satisfactory in order for Licensees to comply with the provisions of Section 5.6 hereof.

Article 6. Release of Certain Claims.

6.1. Upon receipt of any and all amounts due and payable to ASCAP pursuant to that certain Confidential CPB Eligible Non-Commercial Educational Television and Radio License, dated September 1, 2012 and that certain ASCAP/CPB/NPR/PBS License Agreement for Public Broadcasting Websites, dated January 1, 2008, as amended, Licensees shall automatically be released and discharged by ASCAP, for itself and on behalf of its Affiliates, from any and all actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands (collectively, "Claims") whatsoever, known or unknown, in law or equity, which ASCAP or its Affiliates ever had, thereafter can, shall or may have against them or any of them, whether jointly or severally, for, upon, or by reason of any matter, cause or thing whatsoever regarding the public performance at any time prior to the Term, in connection with the distribution of the Programming Services (including on and through the Alternative Distribution Systems), of Musical Works written and/or published by ASCAP Members or by the members of FPROs and for which, during the period prior to the Effective Date, ASCAP represented all or a portion of the publisher's share of the Musical Work and had the right to license, in whole or in part, the non-dramatic public performance in the Territory. Nothing herein shall release any Licensee of or from any Claim that any individual ASCAP Member may have against such Licensee arising out of such ASCAP Member's direct and independent license of the non-dramatic public performance right in Musical Works, if any.

6.2. Acknowledgement. In furtherance of the releases set forth herein, each of the Parties: (a) acknowledges that it may later discover facts different from or in addition to those that it now knows or believes to be true with respect to the Claims released hereunder, (b) agrees that, in such event, the releases herein shall nevertheless remain effective in all respects, notwithstanding such different or additional facts or the discovery of those facts; and (c) further acknowledges that it is aware of, has read, understands and

expressly waives any and all rights that it has or may have under § 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

ASCAP and Licensees each waive and relinquish any right or benefit that it may have under any law or statute similar to §1542 of the California Civil Code in any other jurisdiction.

Article 7. Confidentiality.

7.1. Non-Disclosure. Subject to the requirements of the CRB and U.S. Copyright Office, the Parties agree to regard and preserve as confidential (a) all information related to the rights and obligations of the other Parties pursuant to this Agreement and the business and activities of the other Parties, their customers, clients, licensors, suppliers and other entities with whom such other Parties do business, which may be obtained by such Party from any source or may be developed or disclosed as a result of this Agreement including, but not limited to, (i) all information and data contained in any reports provided by any Party to the other Parties hereunder and (ii) the economic and financial terms and conditions contained in or otherwise referenced by this Agreement and (b) each Party's trade secrets, proprietary and competitive information, financial information, the specific terms of this Agreement, past and present operations, activities, future plans and strategy (collectively, the "Confidential Information"). The Parties agree that such information shall not be considered Confidential Information to the extent, but only to the extent, that such information (w) is publicly known at the time of the disclosure, (x) becomes publicly known other than by breach of the terms and conditions of this Agreement, (y) becomes known to the receiving party, without restriction, from a source free of any obligation of confidentiality and without breach hereof or (z) is independently developed by the receiving party without use of or reference to Confidential Information of the other party. Each Party agrees to hold the Confidential Information received from the other Parties in trust and confidence and shall not disclose or otherwise make available such Confidential Information to any third party (excluding any Party's outside counsel and auditors and personnel of any Affiliate on a need-to-know basis). Even when disclosure is permitted, each Party agrees to limit access to and disclosure of the other Parties' Confidential Information solely to its employees on a "need to know" basis for purposes directly related to the performance of the Party's obligations hereunder. Notwithstanding the foregoing, any Party may disclose the terms of this Agreement to the Licensees, each of which shall agree not to disclose or otherwise make available any Confidential Information to any third party. Further, any Party may disclose the other Parties' Confidential Information pursuant to applicable law or regulation, request from Congress or compulsion of proper judicial or other legal process; provided, however, that the disclosing Party shall provide prompt notice of the same prior to such required disclosure such that the other Party(ies) may seek a protective order or other appropriate remedy to safeguard, restrict and/or limit the disclosure of such Confidential Information. For the avoidance of doubt and notwithstanding any of the foregoing, nothing contained in this Agreement shall prevent (j) CPB from disclosing or otherwise making available Confidential Information to its inspector general or any person acting on its behalf, or (k) access to this Agreement or related Confidential Information by any Licensee on a need-to-know basis.

7.2. Exclusions. The Parties agree that nothing contained in this Agreement shall prevent or restrict any Party from disclosing the existence of this Agreement, identifying any Party to this Agreement and describing the general nature of the scope of the license, material terms and conditions, and rights granted to CPB, PBS, NPR and the Licensed Stations or to the boards of directors of such parties. Further, nothing contained in this Agreement shall prevent ASCAP from (a) disclosing information contained in any Report provided hereunder to (i) any ASCAP Member, provided that only information specifically pertaining to such ASCAP Member shall be provided, and only to the extent necessary for ASCAP to comply with its obligations to such ASCAP Member or (ii) any prospective ASCAP Member, provided that such information is disclosed solely in aggregate form with information related to other services licensed by ASCAP and solely to the extent necessary to estimate the amounts payable to such persons if they were to become ASCAP Members, (b) using information contained in any Report provided hereunder in connection with and in furtherance of (i) performing any of its obligations hereunder, (ii) administering, calculating and/or distributing royalties or any other payments in connection with the public performance of any Musical Work (or any part thereof) in the ASCAP Repertory and/or (iii) ASCAP's internal business purposes or (c) disclosing the material terms and conditions of this Agreement to any member of ASCAP's board of directors.

7.3. Recipients. Each Party shall, in advance, by agreement, instruction or otherwise, ensure that each individual who obtains or is in a position to obtain Confidential Information of the other Party understands and has agreed to comply with the obligations in this Article 7.

Article 8. Term and Termination.

8.1. Term. This Agreement shall commence on January 1, 2018 and shall continue thereafter until December 31, 2022 (the "Term"), unless earlier terminated in accordance with the terms and conditions of this Agreement; provided that this Agreement shall be binding on the Parties as of the date of the full execution thereof.

8.2. Breach or Default. Upon any material breach or default by a Licensee of any of the terms of this Agreement, ASCAP shall have the same rights as it would have if said Licensee failed to

comply with the requirements of 17 U.S.C. §118. In the event of any material breach or default by ASCAP or any Licensee of the terms of this Agreement, the non-breaching party shall notify the breaching party of such breach or default and, if such breach or default remains uncured thirty (30) days following such notice, the non-breaching party may, in its sole discretion, immediately terminate this Agreement solely with respect to any breaching party. Notwithstanding the foregoing, in the event of a material breach or default by CPB that remains uncured thirty (30) days following notice from ASCAP, ASCAP may, in its sole discretion, terminate this Agreement in its entirety, and a prorated portion of the License Fees paid as of the effective date of such termination for any portion of the Term following such date shall be credited to the statutory royalty obligations of Licensees to ASCAP for the Term as may be specified by CPB.

8.3. Effect of Termination/Expiration. Upon any termination or expiration of this Agreement for any reason, all rights and licenses granted by ASCAP herein shall immediately terminate as to any time period after the effective date of termination. No termination or expiration hereunder shall limit the rights of any Licensee under Section 118 of the U.S. Copyright Act, or any successor provisions thereto, effective upon the date of such termination.

Article 9. Representations and Warranties.

9.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Parties that: (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it pursuant to this Agreement, (b) the execution of this Agreement and performance of its obligations pursuant to this Agreement do not and shall not violate any other agreement to which it is a party, (c) this Agreement constitutes the legal, valid and binding obligation of such Party when executed and delivered and (d) any and all activities it undertakes in connection with this Agreement shall be performed in compliance with all applicable laws, rules and regulations.

9.2. Additional Representations, Warranties and Covenants by Licensees. Licensees further represent, warrant and covenant to ASCAP that, as between Licensees and ASCAP, Licensees are solely responsible, to the extent applicable, for any royalties, license fees, clearance costs and any other fees, costs and expenses necessary for Licensee to publicly perform Musical Works which are included in the ASCAP Repertory and also are owned or controlled, in part, by a Third-Party PRO or other rights holder (such Musical Works "Co-Owned Works"); provided, however, that nothing in this Agreement shall diminish any Licensee's rights under 17 U.S.C. Section 118.

9.3. Acknowledgment of Scope of ASCAP Repertory. The Parties acknowledge that it is the Parties' intention that this Agreement be deemed a "license in effect" (as that term has been commonly used by ASCAP) and, therefore, the scope of the ASCAP Repertory shall not be materially diminished during the Term as a result of a resignation from ASCAP by an ASCAP member and/or any withdrawal from ASCAP's authority of the right to continue to license to Licensee, as part of the ASCAP Repertory, the non-dramatic public performance of Musical Works controlled by such former ASCAP member (hereafter an "ASCAP Member Withdrawal"). However, in the event (a) that any copyright infringement claim is asserted against any Licensee or any Licensee Indemnitee as a result of an ASCAP Member Withdrawal and/or (b) of any material diminution of the ASCAP Repertory during the Term as a result of an ASCAP Member Withdrawal, then Licensee's sole and exclusive remedy therefor (and as ASCAP's sole and exclusive obligation therefor) shall be such remedies and obligations as are set forth in Section 10.1(b).

Article 10. Indemnification; Limitation of Liability.

10.1. ASCAP Indemnification.

(a) ASCAP agrees to defend and handle at its own cost and expense any claim, demand or action against Licensees, and their respective officers, directors, employees, representatives, authorized distributors and agents (each a "Licensee Indemnitee") by a third party arising out of any actual or alleged breach of ASCAP's representations and warranties contained in this Agreement. ASCAP agrees to indemnify and hold the Licensee Indemnitees harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) associated with any such breach, claim or action. For the avoidance of doubt, in no event shall ASCAP have any indemnification obligations under this Agreement for any claims to the extent arising out of any acts or omissions of any Licensee Indemnitee in violation of any terms and conditions of this Agreement.

(b) Notwithstanding the foregoing, ASCAP shall indemnify, defend and hold the Licensee Indemnitees harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) arising in connection with any claim, demand or action arising during the Term that is asserted against any Licensee Indemnitee by (i) any third party with respect to the non-dramatic public performance of any Musical Works in the ASCAP Repertory during the Term in connection with broadcast, transmission, retransmission and/or distribution of any of the Programming Services as permitted under this Agreement, but specifically excluding claims, demands or actions to the extent subject to Section 10.2 or (ii) a former ASCAP member alleging copyright infringement of any of such former ASCAP member's Musical Works as a result of such former ASCAP member's resignation from ASCAP and/or withdrawal from ASCAP's authority of the right to continue to license the non-dramatic public performance of such Musical Works to Licensee as part of the ASCAP Repertory as contemplated by this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ASCAP'S TOTAL LIABILITY PURSUANT TO THIS SECTION 10.1(b) (EXCLUSIVE OF COSTS ASSOCIATED

WITH DEFENSE OF LITIGATION) SHALL NOT EXCEED THE MAXIMUM AMOUNT OF DAMAGES RECOVERED OR RECOVERABLE BY SUCH FORMER ASCAP MEMBER PURSUANT TO SECTION 504(a)-(c) OF THE U.S. COPYRIGHT ACT.

(c) ASCAP shall have the right to conduct the defense of any claims, demands or actions for which it is obligated to indemnify Licensee Indemnitees pursuant to Section 10.1(a) and Section 10.1(b) and all negotiations for the settlement or compromise of such claims, demands or actions; provided, however, that (i) that no settlement or compromise affecting the financial or legal obligations of any Licensee Indemnitee shall be entered into or agreed to without the applicable Licensee Indemnitee's prior approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the Licensee Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim, demand or action and (ii) each Licensee Indemnitee has the right to participate, at its own expense, in the defense and/or settlement of any such claim or action in order to protect its own interests.

10.2. Licensee Indemnification. Each Licensee agrees to defend and handle at its own cost and expense any claim, demand or action against ASCAP, its respective officers, directors, employees, representatives, and agents (each an "ASCAP Indemnitee") by a third party arising out of any actual or alleged breach of such Licensee's representations and warranties contained in this Agreement, but specifically excluding claims, demands or actions to the extent subject to Section 10.1. Each Licensee agrees to indemnify and hold the ASCAP Indemnitees harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) associated with any such claim, demand or action but specifically excluding claims, demands or actions to the extent subject to Section 10.1. Each Licensee shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise; provided, however, that (i) that no settlement or compromise affecting the financial or legal obligations of any ASCAP Indemnitee shall be entered into or agreed to without the applicable ASCAP Indemnitee's prior approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the ASCAP Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim or action and (ii) each ASCAP Indemnitee has the right to participate, at its own expense, in the defense and/or settlement of any such claim or action in order to protect its own interests.

10.3. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY MANNER IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Article 11. Miscellaneous.

11.1. Notices. All notices and other communications required or permitted pursuant to this Agreement shall be in writing and delivered personally, mailed via certified mail, postage prepaid, or via a nationally recognized overnight courier, to the applicable Party at the addresses set forth below, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice. Notice by email shall be acceptable provided that copies of the communication are also sent via one of the above means. All notices shall be deemed given on the date personally delivered or when placed in the mail as specified.

If to ASCAP:

Vincent Candilora
EVP & Director of Licensing
ASCAP
2 Music Square West
Nashville TN 37203
Phone: (615) 742-5076
Email: vcandilora@ascap.com

Copy to:

Clara Kim, Esq.
Executive Vice President and General Counsel
ASCAP
One Lincoln Plaza
1900 Broadway
New York, NY 10023
Phone: (212) 621-6410
Email: ckim@ascap.com

If to CPB:

Corporation for Public Broadcasting
401 9th Street, N.W.
Washington, D.C. 20004
Attn: Westwood Smithers, General Counsel
Phone: (202) 879-9805
Email: wsmithers@cpb.org

If to PBS:

Public Broadcasting Service
2100 Crystal Drive
Arlington, VA 22202
Attn: Katherine Lauderdale, Chief Legal Officer
Phone: (703) 739-5063
Email: klauderdale@pbs.org

If to CPB or PBS, with copy to:

Kenneth L. Steinthal
King & Spalding LLP
101 Second Street, Suite 2300
San Francisco, CA 94107
Phone: (415) 318-1211
Email: ksteinthal@kslaw.com

11.2. Assignment. Neither Party may assign, convey or otherwise transfer this Agreement, or any of their respective rights or obligations hereunder, in whole or in part, to any other party without the other Party's prior written consent, such consent not to be unreasonably withheld or delayed; provided, however, that either Party may assign its rights and obligations pursuant to this Agreement, in whole or in part, to an Affiliate or any successor entity(ies) resulting from a merger, acquisition or consolidation, spin-off, divestiture or otherwise succeeding to all or a substantial portion of the assets or business of the assigning Party. Any attempt to assign, convey or otherwise transfer this Agreement that does not comply with the foregoing shall be void *ab initio.* This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, but no assignment shall relieve the Parties of their respective obligations pursuant to this Agreement as to performances transmitted, acts done and obligations incurred prior to the effective date of the purported assignment.

11.3. Relationship. Each Party is an independent contractor and each Party's personnel are not employees or agents of the other Party for federal, state or other tax purposes or any other purposes whatsoever. Personnel of one Party have no authority to make representations, commitments, bind or enter into contracts on behalf of or otherwise obligate the other Party in any manner whatsoever. Nothing in this Agreement shall be construed or deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, business entity of any kind, nor constitute one Party an agent of the other Party.

11.4. Counterparts and Interpretation. This Agreement may be executed in any number of counterparts and by PDF or facsimile signature, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Headings are for convenience only and are not to be considered in construing or interpreting this Agreement. Each Party has participated substantially in the negotiation and drafting of this Agreement and each Party agrees that any ambiguity herein should not be construed against either Party. Whenever required by the context, any gender shall include any other gender, the singular shall include the plural and the plural shall include the singular.

11.5. Consents. Except as specifically set forth in this Agreement, all consents, requests and approvals to be given by either Party pursuant to this Agreement shall (a) be in writing and (b) not be unreasonably withheld. Each Party shall make only reasonable requests pursuant to this Agreement.

11.6. Amendment; Waiver; Severability. This Agreement may not be amended, modified or terminated except by a written instrument signed by both of the Parties. No failure or delay by either Party to exercise any right or enforce any obligation shall impair or be construed as a waiver or on-going waiver of that or any or other right or power, unless made in writing and signed by both Parties. All remedies, rights, undertakings, and obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either Party. If any term, covenant or condition of this Agreement is held invalid, illegal or unenforceable in any respect, such provision shall be replaced by an enforceable provision that most closely meets the commercial intent of the Parties, and such holding shall not affect any other provision of this Agreement, which shall be and remain effective as though such invalid, illegal or unenforceable provision had not been contained herein.

11.7. Dispute Resolution Procedures. If any dispute arises out of this Agreement, or the breach thereof, then the Parties shall first negotiate in good faith to attempt to resolve such dispute through negotiations, including escalation of such dispute to representatives of each Party at least one level higher in their organizations than the principal negotiators. Negotiations shall commence upon the date either Party provides notice of such dispute to the other Party (the "Dispute Notice"). If the dispute is not resolved within 30 days following the date of the Dispute Notice, either Party may initiate mediation procedures upon notice to the other Party (the "Mediation Notice") in an attempt to resolve such dispute in accordance with the Commercial Mediation Procedures of the American Arbitration Association (the "Commercial Mediation Procedures"). The designated mediator, who shall be agreed upon by the Parties, shall be an active member of the New York State Bar with substantial experience handling complex business transactions or litigation. If the Parties are unable to agree on the designation of a mediator within 30 days following the date of the Mediation Notice, then either Party may request that the American Arbitration Association designate the mediator in accordance with the Commercial Mediation Procedures. The mediation shall take place in New York, New York. Neither the Parties nor the mediator may publicly disclose the existence, content or results of any mediation hereunder without the prior written consent of both Parties. If the Parties are unable to resolve such dispute by such non-binding mediation, then either Party may pursue any and all relief available to it at law or in equity.

11.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York pertaining to contracts made and fully performed therein, without regard to choice of law rules.

11.9. Independent Legal Advice. Each of the Parties has received independent legal advice concerning both the nature of this Agreement and their legal rights and obligations pursuant to this Agreement. The Parties have entered into this Agreement voluntarily and of their own free will and accord without any threat of force or duress of any kind.

11.10. Publicity; Press Releases. Neither Party shall be entitled to use the name, service or trademarks, logos or otherwise identify or refer to the other Party in any press releases, publicity, marketing or promotional material without the prior, express approval of such other Party, in its sole discretion, in each instance.

11.11. Filing with the Copyright Royalty Board. The Parties agree to file a notice with the CRB within thirty (30) days of the execution of this Agreement in a form substantially in conformance with Schedule F. To the extent that the Parties are required to jointly file a copy of this Agreement with the CRB in accordance with 17 U. S. C. §118, the Parties agree to request that such filing be made under seal.

11.12. Further Assurances. Each of the Parties hereto shall take such further actions and execute and deliver such additional documents and instruments consistent herewith as may be reasonably required in order to effectuate and/or implement the purposes and intentions of this Agreement.

11.13. Survival. The provisions of Section 2.5, Section 5.6, Article 6, Article 7, Section 8.3, Article 10, and this Article 11 shall survive the cancellation, expiration or termination of this Agreement.

11.14. Entire Agreement. This Agreement, together with the Exhibits hereto which are incorporated herein by this reference, constitutes the entire agreement between the Parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral with respect to the subject matter hereof. Neither Party has made any representations or promises to the other in connection with this Agreement or its subject matter that are not expressly set forth in this Agreement.

11.15. Non-Precedential Effect. The terms and conditions set forth in this Agreement apply for its Term only, and are non-precedential and non-prejudicial and shall not be construed, deemed or serve as a precedent in any manner or be deemed acceptable, in whole or in part, in any other agreements, negotiations or understandings, entered into by the Parties.

[SIGNATURE PAGE FOLLOWS]

CPB Contract # 34545

ACCEPTED AND AGREED:
AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: Vincent Candilora
Vincent Candilora (Oct 20, 2017)

Print Name: Vincent Candilora

Title: Executive Vice President Licensing

Date: Oct 20, 2017

PUBLIC BROADCASTING SERVICE

By:

Print Name: Katherine Lauderdale

Title: Chief Legal Officer and Corporate Secre

Date: Oct 20, 2017

CORPORATION FOR PUBLIC BROADCASTING

By:

Print Name: William P. Tayman

Title: Chief Financial Officer and Treasurer

Date: Oct 20, 2017

CORPORATION FOR PUBLIC BROADCASTING

Signature:

Print Name: Patricia de Stacy Harrison

Title: President and Chief Executive Officer

Date: Oct 20, 2017

LICENSE AGREEMENT

THIS AGREEMENT is made on August 14, 2017, by and among Broadcast Music, Inc., a New York corporation with principal offices located at 7 World Trade Center, 250 Greenwich Street, New York, NY 10007-0030 ("BMI"), Public Broadcasting Service, a District of Columbia not-for-profit corporation with principal offices located at 2100 Crystal Drive, Arlington, VA 22202 ("PBS"), and Corporation for Public Broadcasting, a District of Columbia not-for-profit corporation with principal offices located at 401 Ninth Street, N.W. Washington, DC 20004-2129 ("CPB"), (collectively the "Public Broadcasters"), as follows:

WHEREAS, BMI and the Public Broadcasters (collectively the "Parties") desire to settle the issue of the rates and terms for a BMI blanket license for the public performance of musical works in the BMI repertory by certain public, noncommercial television and radio broadcasting entities represented by National Public Radio, Inc. ("NPR"), PBS and CPB for the five-year term commencing January 1, 2018, without the need, uncertainty and expense of a Copyright Royalty Board proceeding, and

WHEREAS, the Parties are willing to agree on the condition that the fees and terms are non-precedential for future rate setting proceedings that may occur under the Section 118 noncommercial broadcasting compulsory license, or otherwise,

NOW, THEREFORE, the parties agree that:

1. While NPR, a District of Columbia not-for-profit corporation with principal offices located at 1111 North Capitol Street, N.W., Washington, D.C. 20002, and Licensed Stations (defined below) (the "Non-Signing Entities") are not Parties to this License Agreement, the Non-Signing Entities are third-party beneficiaries and will receive all such

rights described herein as long as they comply with all the obligations associated with those rights.

2. For and in consideration of the License Fee, BMI does hereby grant to NPR, PBS and CPB, for themselves and on behalf of the noncommercial educational broadcast radio stations and public broadcast television stations and others licensed to publicly perform BMI music herein (the "Licensed Stations"), a non-exclusive License during the License Term and in the License Territory, for the public, non-dramatic performance of any and all copyrighted musical compositions in the BMI Repertory:

(a) by any such public broadcasting entity in the course of transmissions or exhibition, by broadcast or other means, of public telecommunications services; and

(b) (1) by any noncommercial telecommunications entity in the course of exhibiting or disseminating, by means other than a primary broadcast transmission, or

(2) by a nonprofit school, hospital, library, or social welfare organization or governmental body in the course of a non-broadcast exhibition, of public telecommunications services lawfully furnished by, and so disseminated or exhibited with the permission of, the appropriate public broadcasting entity; and

(c) by American Forces Radio and Television Service ("AFRTS") throughout the world (over transmitters owned or controlled by AFRTS) in the course of broadcasts of public telecommunications services lawfully furnished by, and broadcast with the permission of, the appropriate public broadcasting entity; and

(d) by others in the course of transmission or exhibition, by broadcast or other means, of public telecommunications services lawfully furnished by, and transmitted or exhibited with the permission of, the appropriate public broadcasting entity; provided that

no advertising is accepted with respect to transmission or exhibition of such services, and that neither the public broadcasting entity nor the transmitter/exhibitor receives any special payment from any individual listener or viewer directly related to access to or use of such program services; and provided further that this subparagraph (d) shall be interpreted to reflect the intention of the Parties that such performance shall not, in and of itself, expose such persons to liability to BMI for payments on account of such performance, unless such persons are otherwise licensed by BMI or otherwise liable to BMI for music payments.

(e) Notwithstanding the foregoing this License Agreement shall not extend to or cover: (1) any transmissions of BMI musical works by NPR, PBS or any of the noncommercial broadcasting or transmitting entities licensed hereunder by or over the Internet, broadband, online, WiFi, WiMAX or mobile entertainment platform, including without limitation cellular/wireless transmissions, which are to be covered by a separate license agreement between the Parties; (2) the retransmission by cable operators, satellite carriers and other multichannel video program distributors of the primary transmissions made by the public broadcasting entities (such retransmissions being covered by the Section 111 and 119 compulsory licenses); (3) the transmission of the PBS national satellite feed direct to home dish subscribers, which is covered by a separate agreement between BMI and PBS; or (4) any transmissions of BMI musical works over a new medium not yet developed or not yet in common use by public broadcasting entities where such transmissions are outside of the scope of the Section 118 compulsory license.

3. License Fee and Definitions.

(a)(i) In consideration of the rights and licenses granted by BMI to the Public Broadcasters, NPR and the Licensed Stations (the "Licensed Entities") pursuant to Section

2, and subject to, and in accordance with, the following provisions of this Section 3 and Section 7, CPB, on behalf of the Licensed Entities, shall remit to BMI license fees in the amount of [redacted] annually for each year of the License Term (each a "License Fee" and collectively, the "License Fees"), totaling [redacted] for the entire License Term. In the event CPB has not actually received its primary Federal appropriation of at least three hundred seventy-five million dollars ($375,000,000) for any Federal fiscal year (October 1 through September 30) during the License Term, but CPB has actually received monthly installments (or, a cumulative amount over a thirty (30) day period) of at least $31,250,000 per month for its primary Federal appropriation (each a "Sufficient Monthly Appropriation"), then CPB shall remit to BMI the next installment of the annual License Fee at the rate of one-twelfth (1/12) per month for every month that CPB has actually received a Sufficient Monthly Appropriation ("Monthly Payment(s)"), starting January 31; provided, however, that if, after having commenced Monthly Payments, CPB receives appropriations equal to or greater than $375,000,000 for that Federal fiscal year, CPB shall pay the remaining outstanding License Fee due for such fiscal year. CPB shall provide notice to the Parties of its intention to make Monthly Payments at least fifteen (15) days prior to the due date for the next installment of the annual License Fee.

(ii) Each annual License Fee shall be payable on or before January 31 of each calendar year of the License Term except as otherwise provided herein. BMI and CPB each acknowledges and agrees that, subject to the provisions of Section 7 below, the License Fees set forth herein are final and shall not be reduced, adjusted, amended or

modified during the License Term in any manner or for any reason without the written consent of the other Party (which may be withheld in such other Party's sole discretion).

(b) "License Term" shall mean the period beginning January 1, 2018, and ending December 31, 2022; and

(c) "License Territory" shall mean the United States, its territories and possessions, including the Commonwealth of Puerto Rico; and

(d) "BMI Repertory" shall mean all of those musical compositions which BMI, from time to time during the License Term, shall own, control, or have the authority to license; and

(e) The term "broadcast" in paragraph 1(a) above shall include on a non-precedential basis the right to engage in such non-dramatic public performances of the musical works in the BMI Repertory as may result from public television stations' free, over-the-air digital television broadcasts of BMI music to the extent that they are within the scope of the section 118 compulsory license ("Digital Multicast Television Signal") and from public radio stations' free, over-the-air digital radio broadcasts to the extent they are within the scope of Section 118 ("Digital Radio Signals"). In no event shall this License Agreement permit commercial ad insertion in any public television station's Digital Multicast Television Signal or public radio station Digital Radio Signal, nor shall it include any ancillary data transmissions that public television stations or public radio stations may make using their digital broadcast spectrum to the extent that such transmissions are outside of the scope of the Section 118 compulsory license; and

(f) "Noncommercial educational broadcast radio station" and "public broadcast television station" shall mean a radio or television broadcast station, respectively, which:

(1)(a) under the rules and regulations of the Federal Communications Commission in effect on the date of execution of this License Agreement, is eligible to be licensed by the Commission as a noncommercial educational radio or television broadcast station and which is owned and operated by a public agency or nonprofit private foundation, corporation, or association; or

(b) is owned and operated by a municipality or other governmental or not-for-profit entity and which transmits only noncommercial programs for educational purposes; and

(2) receives (or is eligible to receive) general operational support from the Corporation for Public Broadcasting pursuant to the Public Broadcasting Act of 1967, as amended, or is an NPR or PBS member station.

Schedule A, attached to this License Agreement, is a list of the public broadcast television stations within the meaning of this License Agreement on the date of its execution, as set forth in paragraph 4(a)(1) and (2) below. Schedule B attached hereto is a list of noncommercial educational broadcast radio stations as set forth in paragraph 4(a)(3) and (4) below. Schedule C attached hereto is a list of stations that receive or are eligible to receive general operational support from the Corporation for Public Broadcasting pursuant to the Public Broadcasting Act of 1967 as set forth in paragraph 4(a)(5) below. It is understood that these lists are attached for illustrative purposes and that PBS and NPR shall annually (not later than January 31 for each calendar year of the term of this License)

furnish to BMI complete, updated substitute schedules in accordance with paragraph 3(a) below, which substitutes shall become parts of this License Agreement; and

(g) "Public broadcasting entity" shall mean CPB, any licensee or permittee of a public broadcast station, or any nonprofit institution engaged primarily in the production, acquisition, distribution, or dissemination of educational and cultural television or radio programs; and

(h) "Public telecommunications services" shall mean noncommercial educational and cultural radio and television programs, and related noncommercial instructional or informational material, that may be exhibited or transmitted by any means of electronic communications; and

(i) "Noncommercial telecommunications entity" shall mean any enterprise which:

(1) is owned and operated by a State, a political or special purpose subdivision of a State, a public agency, or a nonprofit private foundation, corporation, or association; and

(2) has been organized primarily for the purpose of disseminating audio or video noncommercial educational and cultural programs to the public by means other than a primary television or radio broadcast station, including, but not limited to, coaxial cable, optical fiber, broadcast translators, cassettes, discs, microwave, or laser transmission through the atmosphere; and

(j) "Nonprofit" (as applied to any foundation, corporation, or association) shall mean a foundation, corporation, or association, no part of the net earnings of which inures, or may lawfully inure, to the benefit of any private shareholder or individual; and

(k) "Non-dramatic performance" shall mean any and all performances (including performances by playback, transmission, or other exhibition of lawful copies or phonorecords) of licensed works, other than "dramatic" performances as the term "dramatic" is generally understood when applied to performances for radio or television program use; and

(l) "License Agreement" shall mean this writing, as the same may be modified or amended during the License Term or any extension thereof; and

(m) "Exhibition" shall mean the audio, video, or audio and video rendering of public telecommunications services by any means other than transmission.

4. Music Use Reporting.

(a) Identification of stations. PBS, NPR and/or CPB shall annually for the years 2018-2022, by not later than January 31 of each such calendar year, furnish to BMI a complete list of all public broadcasting entities within the scope of this License Agreement, as of January 1 of that calendar year. Such lists shall include:

(1) A list of all public broadcasting entities operating as television broadcast stations that indicates which are associated with PBS ("PBS Stations"), and the PBS licensee with which each PBS Station is associated ("PBS Licensees"), and which are not associated with PBS (the "Non-PBS Stations"). The list shall identify which Licensees are Single Feed Licensees and which are Multiple Feed Licensees, and which PBS Stations or groups of stations are Independently Programmed Stations.

(2) A list of all low power educational public broadcasting entities operating as television broadcast stations that are receiving programming from PBS ("Low Power TV Stations");

(3) A list of all public broadcasting entities operating as radio broadcast stations that are associated with NPR ("NPR Stations"), which list shall designate which NPR Stations have six (6) or more full-time employees and which NPR Stations repeat one hundred (100) percent of the programming of another NPR Station; and

(4) A list of all public broadcasting entities operating as radio broadcast stations that are not associated with NPR ("Non-NPR Stations"), which list shall designate which Non-NPR Stations have six (6) or more full-time employees.

(5) For purposes of this License Agreement, Non-PBS Stations and Non-NPR Stations shall include public broadcasting entities operating as television and radio broadcast stations which receive or are eligible to receive general operational support from CPB pursuant to the Public Broadcasting Act of 1967, as amended. Non-NPR Stations shall exclude those noncommercial radio stations that have customarily paid BMI license fees pursuant to Sections 381.5 and 381.6 of the Copyright Royalty Board regulations, as they may be amended, independently of payments made to BMI by CPB.

(b) Records of use.

(1) PBS and NPR shall maintain and, within thirty-one (31) days after the end of each calendar quarter, furnish to BMI copies of their standard cue sheets listing the non-dramatic performances of musical compositions on PBS and NPR programs during the preceding quarter (including to the extent such information is reasonably obtainable by PBS and NPR the title, author, publisher, type of use, duration and manner of performance thereof). PBS and NPR will make a good faith effort to obtain the information to be listed on such cue sheets. In addition, to the extent that the information is reasonably obtainable, PBS shall furnish to BMI the PBS programming feed schedules including, but not limited

to, the PBS National Programming Service schedule. PBS and NPR shall make a good faith expeditious effort to provide the data discussed in this paragraph in electronic format where possible.

(2) PBS Licensees shall furnish to BMI, upon request and designation of BMI, music use reports listing all musical compositions broadcast by a particular PBS Station owned by such PBS Licensee showing the title, author, and publisher of each composition, to the extent such information is reasonably obtainable; provided, however, that PBS Licensees shall not be responsible for providing cue sheets for programs for which cue sheets have already been provided by PBS to BMI. PBS Licensees will make a good faith effort to obtain the information to be listed on such music use reports. In the case where a PBS Licensee operates only one (1) or more PBS Stations each of which broadcasts simultaneously or on a delayed basis all or at least eighty-five (85) percent of the same programming (a "Single Feed Licensee"), that Single Feed Licensee will not be obligated to furnish music use reports to BMI for more than one of its PBS Stations in each calendar year. In the case where a PBS Licensee operates two (2) or more PBS Stations which do not broadcast all or at least eighty-five (85) percent of the same programming on a simultaneous or delayed basis (a "Multiple Feed Licensee"), that Multiple Feed Licensee may be required to furnish a music use report for each PBS Station or group of stations which broadcasts less than eighty-five (85) percent of the same programming as that aired by any other PBS Station or group of stations operated by that Multiple Feed Licensee (such station or group of stations being referred to as an "Independently Programmed Station") in each calendar year. In each calendar year, BMI shall be limited to requesting music use reports from PBS Licensees covering a total number of PBS Single Feed

Licensees equal to no more than fifty (50) percent of the total number of PBS Single Feed Licensees plus the number of Independently Programmed Stations operated by Multiple Feed Licensees; provided, however, that BMI shall be entitled to receive music use reports covering not less than ninety (90) PBS Stations in any given calendar year. Subject to the limitations set forth above, PBS Stations shall be obligated to furnish to BMI such music use reports for each station for a period of no more than seven days in each calendar year.

(3) Non-PBS Stations shall furnish to BMI, upon request and designation of BMI, music use reports listing all musical compositions broadcast by such Non-PBS Stations showing the title, author and publisher of each composition, to the extent such information is reasonably obtainable. Non-PBS Stations will make a good faith effort to obtain the information to be listed on such music use reports. In each calendar year, BMI shall each be limited to requesting music use reports from no more than fifty (50) percent of Non-PBS Stations. Subject to the limitations set forth above, Non-PBS Stations shall be obligated to furnish to BMI such music use reports for each station for a period of no more than seven days in each calendar year.

(4) NPR Stations which have six (6) or more full-time employees shall furnish to BMI, upon request and designation of BMI, music use reports listing all musical compositions broadcast by such NPR Station showing the title, author and publisher and recording artist of each composition, to the extent such information is reasonably obtainable; provided, however, that NPR Stations shall not be responsible for providing cue sheets for programs for which cue sheets have already been provided by NPR to BMI. NPR Stations will make a good faith effort to obtain the information to be listed on such music use reports. In each calendar year, BMI shall each be limited to requesting music

use reports from no more than fifty (50) percent of NPR Stations which have six (6) or more employees. Notwithstanding the foregoing, if the number of NPR stations with six (6) or more employees (from which BMI shall initially designate and request reports) falls below twenty-five (25) percent of the total number of all NPR Stations, then BMI may each request reports from additional NPR Stations, regardless of the number of employees, so that BMI shall be entitled to receive music use reports from not less than twenty-five (25) percent of all NPR Stations. NPR Stations shall be obligated to furnish music use reports for each station for a period of up to one week in each calendar year to BMI.

(5) Non-NPR Stations which have six (6) or more full-time employees shall furnish to BMI, upon request and designation of BMI, music use reports listing all musical compositions broadcast by such Non-NPR Station showing the title, author and publisher and recording artist of each composition, to the extent such information is reasonably obtainable. Non-NPR Stations will make a good faith effort to obtain the information to be listed on such music use reports. In each calendar year, BMI shall each be limited to requesting music use reports from no more than fifty (50) percent of the Non-NPR Stations, which have six (6) or more full-time employees. Notwithstanding the foregoing, if the number of Non-NPR Stations with six (6) or more employees (from which BMI shall initially designate and request reports) falls below twenty-five (25) percent of the total number of all Non-NPR Stations, then BMI may request reports from additional Non-NPR Stations, regardless of the number of employees, so that BMI shall be entitled to receive music use reports from not less than twenty-five (25) percent of all Non-NPR Stations. Non-NPR Stations shall be obligated to furnish music use reports for each station for a period of up to one week in each calendar year to BMI.

(c) Should BMI's internal procedures be changed during the License Term, so that BMI requires additional information regarding music performances by individual public broadcast stations that is not required to be made available to BMI, then, upon BMI's request, NPR, PBS, or both, will make reasonable efforts to assist BMI in collecting, regarding a reasonable number of such stations, such information as may normally be maintained by such stations and that is relevant to such BMI requirements. No such information shall be revealed or used for any other purpose without the prior express permission of those furnishing it.

(1) Such NPR assistance shall include the furnishing of a reasonable number of published station program guides, and to the extent the program guides are not sufficient to meet reasonable BMI requirements, a reasonable amount of such additional information as may actually be maintained by such NPR stations.

(2) In no case shall PBS assistance be rendered as to more than two PBS television stations in any month or a second time as to the same PBS television station in any eighteen-month period; and in no case shall such information for any one request cover a period greater than seven consecutive days per station.

5. BMI will indemnify, hold harmless and defend PBS, NPR and other entities whose use of BMI music in public telecommunications services is licensed herein, their agents and employees, against any claim, suit or demand with respect to performance of the BMI Repertory pursuant to the terms of this License Agreement; provided that such entity shall give BMI prompt notice of any such claim, suit or demand (all legal papers pertaining thereto to be concurrently furnished to BMI, NPR and PBS), and shall cooperate reasonably with BMI in the defense thereof. BMI warrants that it will not bring action

against PBS, NPR or the other entities whose use of the BMI Repertory is licensed herein, or their agents and/or employees, for copyright infringement arising out of the performances licensed herein.

6. The Parties agree that the License Fee and License Agreement herein have been agreed to without prejudice to positions that the Parties may take in other matters between or among the Parties, including future proceedings under Section 118 of the Copyright Act. The Parties agree that the fees and terms agreed to herein are non-precedential for any purpose, including voluntary negotiations between the parties, any Copyright Royalty Board proceeding (or any successor body), or any proceeding before the court with jurisdiction over the BMI Consent Decree (the "BMI Rate Court") or any other judicial, arbitral, administrative or legislative body.

7.(a) The Parties acknowledge that the fee provisions agreed to in the License Agreements were based on the nature and size of the BMI Repertory licensable by BMI to the Licensed Entities as of the date of execution hereof. In the event that there is a material change in the usage of works in the BMI Repertory by the stations licensed under this License Agreement during the License Term due to the withdrawal, termination, or non-renewal of membership or affiliation agreements between rights owners and their then-current performing right licensing organization, where such withdrawal, termination or non-renewal is not subject to licenses then in effect (as that term has been commonly understood in the performing rights licensing marketplace) ("Material Change"), then either BMI or the Public Broadcasters may send a written claim to the other party seeking an adjustment in the License Fees payable for the duration of the License Term (a "License Fee Adjustment"). Such License Fee

Adjustment shall be retroactive to the later of (i) the date of such Material Change, or (ii) six (6) months prior to the date on which the written claim was made to the other party (such later date, the "Adjustment Effective Date"). In such event the Parties agree to negotiate in good faith regarding whether a Material Change has occurred and what, if any, License Fee Adjustment is warranted. In the event the parties are unable to agree on a mutually acceptable resolution of these issues, they may be submitted for determination by the BMI Rate Court. The party seeking the adjustment shall have the right to terminate this License Agreement as of the Adjustment Effective Date, in which event the parties agree that from the Adjustment Effective Date forward and for the remainder of the License Term, (1) the Licensed Entities will be deemed applicants for licenses under Section XIV of the BMI Consent Decree; (2) the fees and terms of the License Agreement for periods subsequent to the License Fee Adjustment Effective Date shall be deemed to be interim subject to finalization; and (3) any such final fees and terms shall be determined either by mutual agreement between the Parties or as set by the BMI Rate Court. Both parties reserve their rights as to what constitutes reasonable fees and terms for any time period subsequent to any such termination; and nothing in this section shall prejudice any rights that the Licensed Entities have under 17 U.S.C. section 118.

(b) CPB Appropriation.

(i) In the event that for any Federal fiscal year (October 1 through September 30) during the License Term and prior to payment of the next installment of the License Fee (either the annual License Fee or the Monthly Payment, as applicable), either (i) CPB's primary Federal appropriation is reduced below three hundred seventy-five million dollars ($375,000,000), including, but not limited to, instances of rescission,

sequestration or other circumstances where allocated funds have been reduced, returned, requested or required to be returned, or (ii) ninety (90) days prior to the next installment of the License Fee, CPB has not actually received a Federal appropriation of at least three hundred seventy-five million dollars ($375,000,000), or any lesser amount not equivalent to at least three hundred seventy-five million dollars ($375,000,000) on an annualized basis, or (iii) if ninety (90) days prior to the next installment of the License Fee, the portion of CPB's Federal appropriation allocated pursuant to 47 U.S.C. 369 (k)(3)(A)(i)(II) ("6 Percent Funds") have been limited, reduced, or otherwise have not been made fully available so that there are not sufficient 6 Percent Funds to pay both the License Fee and the interconnection costs identified pursuant to 47 U.S.C. 369 (k)(3)(A)(iv)(I) (each an "Appropriation Reduction"),[1] CPB may, at its sole option, remaining License Fee payments on behalf of the Licensed Entities ("Notice of Renegotiation"), and the Parties shall seek to renegotiate in good faith the allocation of the remaining License Fee payment obligation among the Licensed Stations. During the period following the Notice of Renegotiation, CPB's License Fee payment obligation shall be suspended but the License shall otherwise remain in effect and fully enforceable, and the Parties shall seek to negotiate an allocation of the License Fee to and among the Licensed Stations (the "License Fee Allocation").

(ii) If the Parties are unable to complete a renegotiation of the License Fee Allocation payment obligation within sixty (60) days of the Notice of Renegotiation,

[1] The Parties agree and acknowledge that any of the scenarios described above may, independently, give rise to an Appropriation Reduction, and that CPB's failure to act when the conditions for one scenario are met does not waive CPB's ability to exercise the Appropriation Reduction when the conditions for the other scenario are met.

CPB may terminate its obligation to pay any remaining amount of the License Fee by providing prompt written notice to the other Parties, and the Parties shall promptly engage the American Arbitration Association in Washington, DC to conduct a binding arbitration (the "Arbitration") to determine the License Fee Allocation. Notwithstanding anything herein to the contrary, if at any time prior to CPB's termination of its payment obligation, CPB's primary Federal appropriation is restored in an amount equal to or greater than $375,000,000 on an annualized basis for such fiscal year, then CPB will be obligated to pay any remaining amount outstanding of the License Fee. The Parties agree that the Arbitration shall be conducted by a panel of three arbitrators: one selected by BMI; one selected by the Public Broadcasters; and one selected either by the two Party-appointed arbitrators or the AAA in accordance with its prevailing rules and procedures. The Arbitration shall determine the proper apportionment of the remaining annual License Fees to and among the Licensed Stations (including on a per station basis) in light of all the circumstances, taking into account: the Licensed Stations to be licensed; the remaining License Fee Amount and remaining duration of the License Term; the programming of such Licensed Stations; and Licensed Stations' respective usage of the repertory of musical works then licensable by BMI. The Arbitration shall also determine the reasonableness (if any) of adding a surcharge to cover costs resulting from BMI's administration of multiple licenses, such surcharge in all events not to exceed 10% of each Licensee's apportioned amount. The Arbitration shall also determine a form of license agreement to be provided to each Licensee based on the terms of this License Agreement, to document the License (the "Station License Agreement"). Prior to the commencement of the Arbitration, CPB will notify the Licensed Stations of each

Licensed Stations' option to (i) discontinue its use of the BMI Repertory, (ii) participate in the Arbitration, continue its use of the BMI Repertory, and, at the conclusion of the Arbitration, accept or reject the offered Station License Agreement, or (iii) upon rejecting the Station License Agreement, seek a license directly from BMI or otherwise pursue its rights under Section 118 of Title 17, United States Code; provided, that any Licensed Station continuing to use the BMI Repertory will be responsible for payment of the license fee determined through the Arbitration or negotiated directly with BMI effective as of the end date of the period for which a License Fee installment payment and/or Monthly Payment was last made by CPB (the "License End Date"). The Parties shall use commercially reasonable efforts to complete the Arbitration promptly and no later than one hundred eighty (180) days after commencement of such Arbitration. In the event that CPB has terminated its license obligations with all those performing rights organizations regarding rights under Section 118 of Title 17, United States Code with annual license fee payments over one million dollars ($1,000,000), the costs of the Arbitration shall be paid for by BMI; provided, however, that fifty percent (50%) of the costs may be recovered by adding a proportional share of the expenses to each Station License Agreement. Each Party shall bear its own costs of participation in the Arbitration. Except with respect to an agreement resulting from the Arbitration, the results of the Arbitration are non-precedential and non-prejudicial and shall not be construed, deemed or serve as a precedent in any manner or be deemed acceptable, in whole or in part, in any other agreements, negotiations or understandings, entered into by BMI or a Licensed

Station or in any proceeding before the Copyright Royalty Board or before any court of competent jurisdiction.

(iii) Based on the final decision rendered in the License Fee Arbitration, BMI will offer each Licensed Station a Station License Agreement to perform the musical works in the BMI repertory, effective as of the License End Date and otherwise incorporating the terms of this License Agreement and containing a license fee in accordance with the License Fee Allocation as determined by the Arbitration. If the Licensed Stations fails to execute the Station License Agreement within sixty (60) days following receipt, such Licensed Stations' right to perform the licensed works under the terms of this License Agreement shall terminate ("License Termination"); provided, however, (i) that such Licensed Stations' rights pursuant to Section 118 of Title 17, United States Code (if any), shall not be waived; and (ii) that, unless such Licensed Station has executed a Station License Agreement, such Licensed Station shall be responsible for securing alternative license arrangements, retroactive to the License End Date. This License Agreement shall terminate once all Licensed Stations either accept or fail to timely accept a proffered Station License Agreement. Notwithstanding anything herein to the contrary, for any Licensed Station that rejects or otherwise fails to enter into the offered Station License Agreement, BMI shall not be bound by the outcome of the Arbitration with respect to license fees and terms it may offer to or solicit from the Licensed Station following termination of this License Agreement for any unlicensed periods.

8. All notices to BMI hereunder shall be mailed by first class mail to the attention of its General Counsel as well as the Senior Vice-President, Licensing, unless

otherwise directed. All notices to CPB and PBS hereunder shall be mailed by first class mail to the attention of their respective General Counsels unless otherwise directed.

9. Nothing in this License Agreement shall be read to waive, restrict, or compromise any statutory copyright exemptions or authorities provided in U.S. copyright law as the same may be amended throughout the License Term and any extension hereof.

10. No waiver or modification of the terms of this License Agreement shall be valid unless in writing executed with the same formality as this License Agreement. No waiver of any breach of this License Agreement shall be deemed a waiver of any subsequent breach of like or similar nature. This License Agreement may not be changed, modified or cancelled orally. This License Agreement supersedes and replaces any prior document, correspondence, conversation or other written or oral understanding between the Parties related to the subject matter herein. This License Agreement shall be fully binding upon the Parties hereto, their successors and assigns, including any organization, agency, firm or corporation in which any of the Parties may be subsequently merged or to which any of the Parties may be transferred.

This License Agreement shall be effective only upon execution by all of the Parties: BMI, PBS and CPB.

IN WITNESS WHEREOF, the Parties hereto have caused this License Agreement to be duly signed as of the day and year specified above.

[*Signature Page Follows*]

FOUR PARTY SIGNATURE PAGE

CPB Contract # 34547

ACCEPTED AND AGREED:
BMI

By: Michael Steinberg
Michael Steinberg (Aug 23, 2017)

Print Name: Michael Steinberg

Title: Executive Vice President, Creative & Lice

Date: Aug 23, 2017

PUBLIC BROADCASTING SERVICE

By: Katherine Lauderdale

Print Name: Katherine Lauderdale

Title: Chief Legal Officer

Date: Aug 24, 2017

CORPORATION FOR PUBLIC BROADCASTING

By: William P. Tayman

Print Name: William P. Tayman

Title: Chief Financial Officer and Treasurer

Date: Aug 24, 2017

CORPORATION FOR PUBLIC BROADCASTING

Signature:

Print Name: Patricia de Stacy Harrison

Title: President and Chief Executive Officer

Date: Aug 24, 2017