

6. Limitations on License:

- (a) This license extends only to you and your Internet Site or Service and is limited to performances presented by means of Internet Transmissions, and by no other means; provided, however, that (i) nothing in this agreement authorizes such performances when transmitted from your Internet Site or Service pursuant to an agreement between you and any other Internet site or service operator, when accessed by means of a connection from that other Internet site or service, even if such performances fall within the definition of Internet Transmissions; and provided further, that (ii) if you are an Internet access provider, nothing in this agreement authorizes such performances when transmitted from or through any homepage(s) hosted on your Internet Site or Service for those for whom you provide Internet access.
- (b) This license may not be assigned without our written consent. We will not unreasonably withhold or delay our consent to an assignment of the license. No such consent is required in the event of (i) sale of substantially all of the stock of Licensee; or (ii) an internal corporate restructuring to an affiliated entity or subsidiary.
- (c) This license is limited to the United States and to transmissions originating from the United States, its territories and possessions, and the Commonwealth of Puerto Rico.
- (d) Nothing in this agreement grants you, or authorizes you to grant to any User, or to anyone else, any right to reproduce, copy or distribute by any means, method or process whatsoever, any of the musical compositions licensed by this agreement, including, but not limited to, transferring or downloading any such musical composition to a computer hard drive, or otherwise copying the composition onto any other storage medium.
- (e) Nothing in this agreement grants you, or authorizes you to grant any User, or to anyone else, any right to reproduce, copy, distribute or perform publicly by any means, method or process whatsoever, any sound recording embodying any of the musical compositions licensed under this agreement.
- (f) Nothing in this agreement grants, or authorizes you to grant to any User, or to anyone else, any right to perform publicly by any means, method or process whatsoever, any of the musical compositions licensed under this agreement, including, but not limited to, any transmission, retransmission, or further transmission of any of those compositions.
- (g) This license is limited to non-dramatic performances, and does not authorize any dramatic performances; nor does it extend to or include the public performance of any opera, operetta, musical comedy, play, or like production, as such, in whole or in part.

7. License Fees: For each year during any term of this agreement you agree to pay us the license fee calculated in accordance with the Rate Schedules applicable for that year.

8. Rate Schedules: There are three alternative Rate Schedules, (Schedules "A," "B" and "C") attached to and made a part of this agreement. For each calendar year, you may choose any one of the three rate schedules we offer and for which you can provide the required information, using either your own technology, or technology supplied by an industry acknowledged technology company.

- 9. Reports and Payments:** You agree to furnish license fee reports and payments to us as follows:
- (a) **Initial License Fee Report.** Upon entering into this agreement, you will submit an Initial License Fee Report based on good faith estimates of “Internet Site/Service Revenue” and “Internet Site/Service Sessions” for the period from the Effective Date of this agreement until December 31 of the same year.
 - (b) **Annual License Fee Reports.** You will submit an Annual License Fee Report for each year of this agreement, by the first day of April of the following year on the Report Form we will provide you.
 - (c) **License Fee Payments.** You will submit license fee payments quarterly on or before January 1, April 1, July 1 and October 1 of each year. Each such payment shall be equal to one-fourth (1/4) of the license fee for the preceding calendar year; provided, however, that in any year for which your estimated license fee is less than one thousand dollars (\$1,000.00), you will submit payments of two hundred fifty dollars (\$250.00) each, or the balance of the license fee due for that year, whichever is less.
 - (d) **Late Report Payments.** If we do not receive your Annual License Fee Report when due, you will submit quarterly license fee payments that are twenty-four percent (24%) higher than the quarterly payments due for the preceding year, and payments will continue at that increased rate until we receive the late report.
 - (e) **Annual Adjustment.** With each Annual License Fee Report you will submit payment of any license fees due over and above all amounts that you paid for the year to which the report pertains. If the fee due is less than the amount you paid, we will apply the excess to the next quarterly payment due under this agreement. If the excess is greater than one (1) quarterly payment, we will refund the excess over and above the amount of one (1) quarterly payment to you at your written request.
 - (f) **Late Payment Charge.** You will pay a finance charge of one and one half percent (1-1/2%) per month, or the maximum rate permitted by state law, whichever is less, from the date due, on any required payment that is not made within thirty (30) days of its due date.
 - (g) **Music Use Reports.** You agree to provide us with reports regarding the musical compositions contained in your Internet Transmissions. If the annual license fee payable to ASCAP is less than ten thousand dollars (\$10,000.00), you will submit such reports for no more than the first three (3) days of each calendar quarter or for such other periods of time as we may reasonably request. If the annual license fee payable to ASCAP is ten thousand dollars (\$10,000.00) or greater, you will submit such reports for at least one (1) week in each calendar quarter. Our requests for such reports will be sent to you in writing at least thirty (30) days prior to the commencement of the period to be covered by the report. Your reports must be in the form attached hereto (“ASCAP Music Use Report Format”). You will make good faith efforts to furnish the information requested by us in electronic form, employing such commercially practicable technology as may be available for monitoring music use on your Internet Site or Service, or such other means or methods upon which you and we will agree, provided that nothing herein or in the agreement will obligate you to incur substantial additional expense to furnish such information.

10. Report Verification:

- (a) We have the right to examine your books and records, and you agree to obtain for us the right to examine the books and records of any partner in, or co-publisher of, your Internet Site or Service, in order to verify any required report. We may exercise this right by giving you thirty (30) days written notice of our intention to conduct an examination. You agree to furnish all pertinent books and records, including electronic records, to our authorized representatives, during customary business hours. We will consider all data and information derived from our examination as completely confidential. We will not disclose such confidential data and information without your prior written consent, except as may be required by law or legal process, and then only upon prior written notice to you.
- (b) If our examination shows that you underpaid license fees, you agree to pay a finance charge of one and one half percent (1-1/2%) per month, or the maximum rate permitted by state law, whichever is less, on the license fees due from the date we bill you for that amount or, if the underpayment is five percent (5%) or more, from the date or dates that the license fees should have been paid.
- (c) You may dispute all or part of our claim for additional fees. You may do so by advising us in writing within thirty (30) days from the date we bill the additional fees to you of the basis for your dispute, and by paying the undisputed portion of our claim with the applicable finance charges. If there is a good faith dispute between us concerning all or part of our claim, we will defer finance charges on the disputed amount until sixty (60) days after we have responded to you, and will pro rate finance charges based on our resolution of the dispute.

11. Breach or Default: If you fail to perform any of the terms or conditions required of you by this agreement, we may terminate your license by giving you thirty days written notice to cure your breach or default. If you do not do so within that thirty (30) day period, your license will automatically terminate at the end of that period without any further notice from us.

12. Interference with ASCAP's Operations: We have the right to terminate this license, effective immediately upon written notice, if there is any major interference with, or substantial increase in the cost of, our operation as a result of any law in the state, territory, dependency, possession or political subdivision in which you or your Internet Site or Service is located which is applicable to the licensing of performing rights. In the event of such a termination, we will immediately upon termination refund to you any license fees paid in advance, pro rata to the remainder of the license term.

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

14. Covenant Not to Sue:

- (a) ASCAP, on its own behalf and on behalf of our members, covenants not to make any claim against you for unauthorized public performances of any of our members' compositions in

our Repertory which would have been licensed under this agreement except for the limitation set forth in subparagraph 6(a)(i), provided that the agreement between you and the operator of the other site or service referred to in subparagraph 6(a)(i) expressly requires that the operator of the other site or service obtain needed authorization for performances of copyrighted musical compositions on or through its site or service, and provided further, that within twenty-four (24) hours of receipt of notice from us that the operator of the other site or service does not have such needed authorization, you will remove or block the connection from that other site or service to your Internet Site or Service, using commercially practicable efforts to do so.

- (b) ASCAP, on its own behalf and on behalf of our members, covenants not to make any claim against you for unauthorized public performances of any of our members' compositions in our Repertory which would have been licensed under this agreement except for the limitation set forth in subparagraph 6(a)(ii), provided that the agreement between you and the owner of the homepage referred to in subparagraph 6(a)(ii) expressly requires that such owner obtain needed authorization for performances of copyrighted musical compositions on or through its homepage, and provided further, that within twenty-four (24) hours of receipt of notice from us that the owner of the homepage does not have such needed authorization, you will remove that homepage from your Internet Site or Service.

15. Notices: We or you may give any notice required by this agreement by sending the notice to the other party's last known address by United States Mail or by generally recognized same-day or overnight delivery service. We each agree to inform the other in writing of any change of address.

16. Governing Law: This agreement will be governed by and construed in accordance with the laws of the state of New York.

17. Entire Agreement: This agreement constitutes the entire agreement between you and ASCAP, and may only be modified, or any rights under this agreement may be waived, by a written document executed by both you and ASCAP.

IN WITNESS WHEREOF, this Agreement has been duly executed by ASCAP and Licensee this ____ day of _____, 20_____.

<p style="text-align: center;">AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS</p> <p>By _____</p> <p>_____</p> <p>_____</p> <p style="text-align: center;">Title</p>	<p style="text-align: center;">_____ Licensee Name</p> <p>By _____</p> <p style="text-align: center;">Signature</p> <p>_____</p> <p style="text-align: center;">Print Your Name</p> <p>_____</p> <p style="text-align: center;">Title</p> <p>(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under printed name of signing partner; (c) If individual owner, write "individual owner" under printed name.)</p>
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RATE SCHEDULE "A"

REPORT FORM **ASCAP EXPERIMENTAL LICENSE AGREEMENT** **FOR INTERNET SITES & SERVICES – RELEASE 5.0**

PART I. ACCOUNT INFORMATION

REPORT PERIOD: _____ THRU 12/31/_____

LICENSEE NAME: _____

POSTAL ADDRESS: _____

INTERNET SITE URL: http://_____ E-MAIL: _____

PHONE NUMBER: _____ FACSIMILE NUMBER: _____

PART II. DEFINITIONS

(a) The terms “**Internet Site or Service**,” “**Internet Transmissions**” and “**Users**” are defined in subparagraphs 3(a), (b) and (c) of the license agreement.

(b) “**Sponsor Revenue**” means all payments made by or on behalf of sponsors, advertisers, program suppliers, content providers, or others for use of the facilities of your Internet Site or Service including, but not limited to, payments associated with syndicated selling, on-line franchising and associates programs. “**Sponsor Revenue**” also means all payments from whatever source derived upon your sale or other disposition of goods or services you received as barter for use of the facilities of your Internet Site or Service including, but not limited to, payments for the sale of advertising time or space.

(c) “**Adjustment to Sponsor Revenue**” means advertising agency commissions not to exceed fifteen percent (15%) actually allowed to an advertising agency that has no direct or indirect ownership or managerial connection with you or your Internet Site or Service.

(d) “**User Revenue**” means all payments made by or on behalf of Users to access Internet Transmissions including, but not limited to, subscriber fees, connect time charges, and any other access fees.

(e) “**Internet Site/Service Revenue**” includes all specified payments and expenditures whether made directly to you or to any entity under the same or substantially the same ownership, management or control as you, or to any other person, firm or corporation including, but not limited to, any partner or co-publisher of your Internet Site or Service, pursuant to an agreement or as directed or authorized by you or any of your agents or employees.

(f) **“Session Value”** is the value derived from the number of “Internet Site/Service Sessions” that an Internet Site or Service generates.

(g) **“Internet Site/Service Session”** is an individual visit and/or access to your Internet Site or Service by a User. If any such visit or access exceeds one (1) hour in duration, each period of one (1) hour, or portion in excess thereof, shall be treated as a single “Internet Site/Service Session.” For example, if a User visits or accesses your Site or Service twice in one (1) day, once for fifteen (15) minutes and a second time for forty (40) minutes, that User has generated two (2) “Internet Site/Service Sessions.” If a User visits or accesses your Site or Service for an uninterrupted period of two and a half (2.5) hours, that User has generated three (3) “Internet Site/Service Sessions.”

**PART III. REVENUE BASED
LICENSE FEE CALCULATION FOR RATE SCHEDULE “A”**

NET SPONSOR REVENUE

1.	Sponsor Revenue	\$ _____
2.	Adjustment to Sponsor Revenue	\$ _____
3.	Net Sponsor Revenue (subtract line 2 from line 1)	\$ _____
4.	User Revenue	\$ _____
5.	Internet Site/Service Revenue (add lines 3 and 4)	\$ _____
6.	Rate Based on Revenue	x <u>0.0185</u>
7.	Revenue Based License Fee (multiply line 5 by line 6)	\$ _____

**PART IV. SESSION BASED
LICENSE FEE CALCULATION FOR RATE SCHEDULE “A”**

SESSION VALUE

8.	Number of Internet Site/Service Sessions	_____
9.	Rate Based on Internet Site/Service Sessions	x \$ <u>0.0006</u>
10.	Session Based License Fee (multiply line 8 by line 9)	\$ _____

PART V. LICENSE FEE CALCULATION FOR RATE SCHEDULE “A”

11.	Licensee Fee (enter line 7 or line 10, whichever is greater)	\$ _____
12.	Minimum License Fee (not subject to pro-ration)	\$ <u>288.00</u>
13.	LICENSE FEE DUE (enter amount from line 11 or line 12, whichever is greater)	\$ _____

PART VI. CERTIFICATION

We certify that this report is true and correct and that all books and records necessary to verify this report are now and will continue to be available for your examination in accordance with the terms of the license agreement.

Signature

Date

Print Name and Title

RATE SCHEDULE "B"

REPORT FORM **ASCAP EXPERIMENTAL LICENSE AGREEMENT** **FOR INTERNET SITES & SERVICES – RELEASE 5.0**

PART I. ACCOUNT INFORMATION

REPORT PERIOD: _____ THRU 12/31/_____

LICENSEE NAME: _____

POSTAL ADDRESS: _____

INTERNET SITE URL: http://_____ E-MAIL: _____

PHONE NUMBER: _____ FACSIMILE NUMBER: _____

PART II. DEFINITIONS

(a) The terms “**Internet Site or Service**,” “**Internet Transmissions**” and “**Users**” are defined in subparagraphs 3(a), (b) and (c) of the license agreement.

(b) “**Sponsor Revenue**” means all payments made by or on behalf of sponsors, advertisers, program suppliers, content providers, or others for use of the facilities of your Internet Site or Service including, but not limited to, payments associated with syndicated selling, on-line franchising and associates programs. “**Sponsor Revenue**” also means all payments from whatever source derived upon your sale or other disposition of goods or services you received as barter for use of the facilities of your Internet Site or Service including, but not limited to, payments for the sale of advertising time or space.

(c) “**Adjustment to Sponsor Revenue**” means advertising agency commissions not to exceed fifteen percent (15%) actually allowed to an advertising agency that has no direct or indirect ownership or managerial connection with you or your Internet Site or Service.

(d) “**User Revenue**” means all payments made by or on behalf of Users to access Internet Transmissions including, but not limited to, subscriber fees, connect time charges, and any other access fees.

(e) “**Internet Site/Service Revenue**” includes all specified payments and expenditures whether made directly to you or to any entity under the same or substantially the same ownership, management or control as you, or to any other person, firm or corporation including, but not limited to, any partner or co-publisher of your Internet Site or Service, pursuant to an agreement or as directed or authorized by you or any of your agents or employees.

(f) “**Session Value**” is the value derived from the number of “Internet Site/Service Sessions” that an Internet Site or Service generates.

(g) **“Internet Site/Service Session”** is an individual visit and/or access to your Internet Site or Service by a User. If any such visit or access exceeds one (1) hour in duration, each period of one (1) hour, or portion in excess thereof, shall be treated as a single “Internet Site/Service Session.” For example, if a User visits or accesses your Site or Service twice in one (1) day, once for fifteen (15) minutes and a second time for forty (40) minutes, that User has generated two (2) “Internet Site/Service Sessions.” If a User visits or accesses your Site or Service for an uninterrupted period of two and a half (2.5) hours, that User has generated three (3) “Internet Site/Service Sessions.”

(h) **“Music Session”** is an “Internet Site/Service Session” in which a User receives any “Internet Transmission” that includes any performance(s) of music.

**PART III. REVENUE BASED
LICENSE FEE CALCULATION FOR RATE SCHEDULE “B”**

NET SPONSOR REVENUE

1.	Sponsor Revenue	\$ _____
2.	Adjustment to Sponsor Revenue	\$ _____
3.	Net Sponsor Revenue (subtract line 2 from line 1)	\$ _____
4.	User Revenue	\$ _____
5.	Internet Site/Service Revenue (add lines 3 and 4)	\$ _____

VALUE ATTRIBUTABLE TO PERFORMANCES OF MUSIC

6.	Number of Internet Site/Service Sessions	_____
7.	Number of Music Sessions	_____
8.	Ratio (divide line 7 by line 6) (to 3 decimals).....	_____
9.	Internet Site/Service Revenue (from line 5).....	\$ _____
10.	Value Attributable to Performances of Music (multiply line 8 by line 9)	\$ _____
11.	Rate Based on Revenue	x 0.0276
12.	Revenue Based License Fee (multiply line 10 by line 11).....	\$ _____

**PART IV. SESSION BASED
LICENSE FEE CALCULATION FOR RATE SCHEDULE “B”**

SESSION VALUE

13.	Number of Internet Site/Service Sessions (from line 6).....	_____
14.	Number of Music Sessions (from line 7)	_____
15.	Rate Based on Internet Site/Service Sessions	x \$ 0.0009
16.	Session Based License Fee (multiply line 14 by line 15)	\$ _____

PART V. LICENSE FEE CALCULATION FOR RATE SCHEDULE "B"

17. **Licensee Fee** (enter line 12 or line 16, whichever is greater) \$ _____
18. **Minimum License Fee** (not subject to pro-ration) \$ 288.00
19. **LICENSE FEE DUE** (enter amount from line 17 or line 18, whichever is
greater) \$ _____

PART VI. CERTIFICATION

We certify that this report is true and correct and that all books and records necessary to verify this report are now and will continue to be available for your examination in accordance with the terms of the license agreement.

Signature

Date

Print Name and Title

RATE SCHEDULE "C"

REPORT FORM **ASCAP EXPERIMENTAL LICENSE AGREEMENT** **FOR INTERNET SITES & SERVICES – RELEASE 5.0**

PART I. ACCOUNT INFORMATION

REPORT PERIOD: _____ THRU 12/31/_____

LICENSEE NAME: _____

POSTAL ADDRESS: _____

INTERNET SITE URL: http://_____ E-MAIL: _____

PHONE NUMBER: _____ FACSIMILE NUMBER: _____

PART II. DEFINITIONS

- (a) The terms “**Internet Site or Service**,” “**Internet Transmissions**” and “**Users**” are defined in subparagraphs 3(a), (b) and (c) of the license agreement.
- (b) “**Sponsor Revenue**” means all payments made by or on behalf of sponsors, advertisers, program suppliers, content providers, or others for use of the facilities of your Internet Site or Service including, but not limited to, payments associated with syndicated selling, on-line franchising and associates programs. “**Sponsor Revenue**” also means all payments from whatever source derived upon your sale or other disposition of goods or services you received as barter for use of the facilities of your Internet Site or Service including, but not limited to, payments for the sale of advertising time or space.
- (c) “**Adjustment to Sponsor Revenue**” means advertising agency commissions not to exceed fifteen percent (15%) actually allowed to an advertising agency that has no direct or indirect ownership or managerial connection with you or your Internet Site or Service.
- (d) “**User Revenue**” means all payments made by or on behalf of Users to access Internet Transmissions including, but not limited to, subscriber fees, connect time charges, and any other access fees.
- (e) “**Internet Site/Service Revenue**” includes all specified payments and expenditures whether made directly to you or to any entity under the same or substantially the same ownership, management or control as you, or to any other person, firm or corporation including, but not limited to, any partner or copublisher of your Internet Site or Service, pursuant to an agreement or as directed or authorized by you or any of your agents or employees.
- (f) “**Session Value**” is the value derived from the number of “Internet Site/Service Sessions” that an Internet Site or Service generates.

(g) **“Internet Site/Service Session”** is an individual visit and/or access to your Internet Site or Service by a User. If any such visit or access exceeds one (1) hour in duration, each period of one (1) hour, or portion in excess thereof, shall be treated as a single “Internet Site/Service Session.” For example, if a User visits or accesses your Site or Service twice in one (1) day, once for fifteen (15) minutes and a second time for forty (40) minutes, that User has generated two (2) “Internet Site/Service Sessions.” If a User visits or accesses your Site or Service for an uninterrupted period of two and a half (2.5) hours, that User has generated three (3) “Internet Site/Service Sessions.”

(h) **“Music Session”** is an Internet Site/Service Session in which a User receives any Internet Transmission that includes any performance(s) of music.

(i) **“Performance of Music”** is any performance of music contained in any Internet Transmission.

(j) **“Performance of ASCAP Music”** is any Performance of Music that is of a musical work in the ASCAP repertory not otherwise licensed.

**PART III. REVENUE BASED
LICENSE FEE CALCULATION FOR RATE SCHEDULE “C”**

NET SPONSOR REVENUE

1.	Sponsor Revenue	\$ _____
2.	Adjustment to Sponsor Revenue	\$ _____
3.	Net Sponsor Revenue (subtract line 2 from line 1)	\$ _____
4.	User Revenue	\$ _____
5.	Internet Site/Service Revenue (add lines 3 and 4)	\$ _____

VALUE ATTRIBUTABLE TO PERFORMANCES OF MUSIC

6.	Number of Internet Site/Service Sessions	_____
7.	Number of Music Sessions	_____
8.	Ratio (divide line 7 by line 6) (to 3 decimals).....	_____
9.	Internet Site/Service Revenue (from line 5).....	\$ _____
10.	Value Attributable to Performances of Music (multiply line 8 by line 9)	\$ _____

VALUE ATTRIBUTED TO PERFORMANCES OF ASCAP MUSIC

11.	Number of Performances of Music	_____
12.	Number of Performances of ASCAP Music	_____
13.	Ratio (divide line 12 by line 11) (to 3 decimals).....	_____
14.	Value Attributable to Performances of Music (from line 10).....	\$ _____
15.	Value Attributable to Performances of ASCAP Music (multiply line 13 by line 14).....	\$ _____
16.	Rate Based on Revenue	x <u>0.051</u>
17.	Revenue Based License Fee (multiply line 15 by line 16).....	\$ _____

**PART IV. SESSION BASED
LICENSE FEE CALCULATION FOR RATE SCHEDULE "C"**

SESSION VALUE

18.	Number of Internet Site/Service Sessions (from line 6).....	_____
19.	Number of Music Sessions (from line 7)	_____
20.	Number of Performances of Music (from line 11)	_____
21.	Number of Performances of ASCAP Music (from line 12).....	_____
22.	Ratio (divide line 21 by line 20).....	_____
23.	Sessions Attributable to Performances of ASCAP Music (multiply line 19 by line 22)	_____
24.	Rate Based on Sessions	x \$ <u>0.0016</u>
25.	Session Based License Fee (multiply line 23 by line 24)	\$ _____

PART V. LICENSE FEE CALCULATION FOR RATE SCHEDULE "C"

26.	Licensee Fee (enter line 17 or line 25, whichever is greater)	\$ _____
27.	Minimum License Fee (not subject to pro-ration)	\$ <u>288.00</u>
28.	LICENSE FEE DUE (enter amount from line 26 or line 27, whichever is greater)	\$ _____

PART VI. CERTIFICATION

We certify that this report is true and correct and that all books and records necessary to verify this report are now and will continue to be available for your examination in accordance with the terms of the license agreement.

Signature

Date

Print Name and Title

ASCAP MUSIC USE REPORT FORMAT FOR INTERNET SITES & SERVICES

FIELD #	PERFORMANCE RECORD FIELD DESCRIPTION	FORMAT																		
1	Name of a Song , or Performance Title , or Recording , or the name of a Product or First Line of Text about the product. If blank, assumed to be unidentified.	Text; 60 characters																		
2*	Name(s) of Featured Artist(s) or Band(s)	Text; 60 characters																		
3*	Album title (optional)	Text; 60 characters																		
4	Identification of Broadcaster / Webcaster or Uniform Resource Locator (URL) ; or fully Qualified Internet Address ; or Internet Service . Note: This field may be moved into a header.	Text; 80 characters																		
5	ASCAP Account Number	Numeric; 11 digits																		
6	Channel Type Code Use IT for Interactive - a direct choice/selection (listening or downloading activity) of a particular song . Use NI for Non-interactive - a choice/selection (listening or downloading activity) not specific to a particular song.	Text; 2 characters																		
7	Format Code For Interactive: Format Code of Song. For Non-Interactive Multi-channel Internet sites or services: Format Code of Channel For Non-Interactive Single-Channel Internet sites or services: Format Code of Internet site <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Format Code</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Full Format Name</u></th> </tr> </thead> <tbody> <tr> <td>C</td> <td>Country</td> </tr> <tr> <td>CL</td> <td>Classical</td> </tr> <tr> <td>E</td> <td>Ethnic</td> </tr> <tr> <td>JZ</td> <td>Jazz</td> </tr> <tr> <td>RE</td> <td>Religious, Black Gospel, Contemporary Christian</td> </tr> <tr> <td>S</td> <td>Spanish</td> </tr> <tr> <td>UC</td> <td>Urban Contemporary</td> </tr> <tr> <td>POP</td> <td>Oldies, Alternative, Classic Rock, Hot AC, Standards, Contemporary Hit Radio, Easy Listening, Hot AC, Adult Contemporary</td> </tr> </tbody> </table>	<u>Format Code</u>	<u>Full Format Name</u>	C	Country	CL	Classical	E	Ethnic	JZ	Jazz	RE	Religious, Black Gospel, Contemporary Christian	S	Spanish	UC	Urban Contemporary	POP	Oldies, Alternative, Classic Rock, Hot AC, Standards, Contemporary Hit Radio, Easy Listening, Hot AC, Adult Contemporary	Text; 3 characters
<u>Format Code</u>	<u>Full Format Name</u>																			
C	Country																			
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8	Usage Code for Song <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Usage Code</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Description</u></th> </tr> </thead> <tbody> <tr> <td>F</td> <td>Feature</td> </tr> <tr> <td>LT</td> <td>Logo</td> </tr> <tr> <td>T</td> <td>Theme</td> </tr> <tr> <td>BG</td> <td>Background</td> </tr> <tr> <td>J</td> <td>Jingle (commercial use)</td> </tr> </tbody> </table> Default is F	<u>Usage Code</u>	<u>Description</u>	F	Feature	LT	Logo	T	Theme	BG	Background	J	Jingle (commercial use)	Text; 2 characters						
<u>Usage Code</u>	<u>Description</u>																			
F	Feature																			
LT	Logo																			
T	Theme																			
BG	Background																			
J	Jingle (commercial use)																			
9	Number of Requests for This Song	Numeric; 9 digits																		
10*	Server Date of Performance	Numeric; 8digits; YYYYMMDD																		
11*	Server Time of Performance Default for Interactive Sites is 120000	Numeric; 6 digits; HHMMSS based on a 24 hour clock																		
12*	Duration of Performance	Numeric; 6 digits; HHMMSS																		
13	Country of Origin of Server (Default is US)	Text; 2 characters																		

* If the song has more than one value for any of these fields, a separate performance record is necessary for each new value.