

LICENSE AGREEMENT

FOR SOUND CHOICE® GEM SERIES MP3G KARAOKE TRACKS

For License to Professionals Only. Not for License to Home Users or the General Public

This agreement (“the Agreement” or “this Agreement”) is a binding agreement between Phoenix Entertainment Partners, LLC, a North Carolina LLC located at 12245 Nations Ford Road, Suite 501, Pineville, NC 28134, and

[Licensee] _____ and [Co-Licensee] _____

[Business] _____ (collectively hereafter “you” or “your”), the professional end user of Sound Choice® MP3G Karaoke Tracks.

You must read, understand, sign, and return this Agreement before you acquire any Sound Choice GEM Series MP3G discs. However, your acquisition or use of Sound Choice GEM Series MP3G discs for any purpose signifies your acceptance of these terms, regardless of the presence or absence of your signature on this Agreement.

PURPOSE OF AGREEMENT. The purpose of this Agreement is to state the terms under which we permit you to acquire and use MP3G format karaoke tracks from the Sound Choice® GEM Series. This is a possessory license agreement, not a contract for sale. Legal ownership and possession of the physical discs will remain with Phoenix Entertainment Partners, LLC, and the Agreement will permit you to have physical possession of the contents of the discs, with restrictions, for a specific period of time. You are responsible for adhering to the terms of this Agreement during the entire time you have possession of the media. A breach of your obligations may result in legal action against you.

1. DEFINITIONS. Unless the context clearly requires otherwise, the following terms have the following definitions for purposes of this Agreement.

- (a) The terms “**you**” and “**your**,” whether or not capitalized, refer to you, the licensee, end user or acquirer of Sound Choice® MP3G Karaoke tracks.
- (b) The terms “**we**,” “**us**,” and “**our**” (whether or not capitalized) refer to us, Phoenix Entertainment Partners, LLC, a North Carolina LLC.
- (c) The term “**Track**” refers to a single, unitary audiovisual work stored on a medium, typically including a karaoke sound recording of a single musical work synchronized to a display of lyrics, cues, and other material.
- (d) The terms “**Medium**” and “**Media**” (used alone) refer to any mechanism for storing digital files of any type, including hard drives, thumb drives, solid-state media, compact discs (CDs), digital versatile discs (DVDs), portable digital music players, other mechanisms not yet invented, and the like.
- (e) The terms “**Original Medium**” and “**Original Media**” refer to one or more Media reserved by us and assigned to you in connection with this Agreement and containing one or more Tracks.
- (f) The term “**Non-Original Medium**” refers to any Medium that does not constitute an Original Medium.
- (g) The term “**Content**,” particularly including the “**Content**” of an Original Medium, refers to the Tracks and any other material stored on that Original Medium.
- (h) The term “**Marks**” refers to the trademarks displayed in U.S. Trademark Registrations nos. 1,923,448 and 4,099,045 (SOUND CHOICE) and nos. 2,000,725 and 4,099,052 (SOUND CHOICE & Design). “Marks” is also used to refer to the distinctive trade dress used in connection with Sound Choice® tracks, comprising the non-functional elements of changing-color lyrics, singing cues, the particular typeface and layout of the lyrics, and logos and other graphical elements.
- (i) The term “**Commercial Business**” refers to the production of live karaoke entertainment shows or the provision of live karaoke services to a third party, whether for pay (or in-kind trading, such as free drinking privileges at a bar), without pay (such as for advertising or trial purposes, or gratuitous services rendered to a nonprofit organization or cause), or ancillary to the commercial purposes of a third party (such as services rendered to attract paying patrons to an event, contest, or commercial establishment). Additionally, to the extent that any of your activities qualify as Commercial Business under this provision, all use of the Media

Phoenix Entertainment Partners, LLC Representative Initials _____ Licensee Initials _____ Co-Licensee Initials _____

All prices, terms, and conditions are subject to change until final acceptance and execution of your documents.

PAGE 1 OF 8

LICENSE AGREEMENT SOUND CHOICE® GEM SERIES - PHOENIX ENTERTAINMENT PARTNERS, LLC REV: 6/30/17

under this Agreement shall be deemed to be commercial in nature. Further, for the avoidance of doubt, the location (for example a private residence, school, church, or outdoor event) at which the show is performed or services rendered is not the determining factor as to whether or not the activity is a “commercial business.”

- (j) The term “**shift**” means to copy or otherwise transfer Content from one Medium (Original or Non-Original) to another medium.
- (k) The term “**including**” means “including without limitation” or “including but not limited to.”

2. **OWNERSHIP.** You acknowledge and agree that the ownership of all Media, including all right, title, and interest therein, belongs to Phoenix Entertainment Partners, LLC and will remain with Phoenix Entertainment Partners, LLC throughout the term of this Agreement. You also acknowledge that all rights in the Media and the Content not specifically granted to you by operation of law or expressly granted through this Agreement are reserved to Phoenix Entertainment Partners, LLC or to third parties, as applicable. You further acknowledge and agree that the ownership of all Content—including the entire right, title, and interest therein, including copyrights, trademarks, trade dress and other intellectual property rights—belongs to Phoenix Entertainment Partners, LLC or the respective rights holders of the Content. In particular, copyright in the underlying musical works (the composition rights) belongs to the original authors or their assignees and are reserved to them. This Agreement does not grant you any rights with respect to those copyright holders. We are unable to grant you any particular license or resolve any claim on behalf of those copyright holders or any other third party. You are responsible for obtaining any necessary licenses or permissions prior to any public performance of the underlying musical works.

3. **LICENSE GRANT; DISC SAFEKEEPINGSM.** Invoice(s) which describe your products will be included as part of your product shipment. You are hereby granted a non-exclusive license to possess—and, to the extent of our rights in the Media and the Content stored on the Media, to use—the Media listed on the invoice(s) and the Content stored on the Media, subject to the restrictions found in paragraph 4 below, during the term of the Agreement, for the purpose of conducting a commercial business or for occasional private home use by you. You are additionally granted a non-exclusive license to use the Marks for commercial purposes, subject to the restrictions found in paragraph 5 below, during the term of the Agreement. As part of our Disc SafekeepingSM program, a set of Original Media comprising those portions of the GEM series licensed to you, identified by specific disc serial numbers, will be set aside in our warehouse or in such other safe place as we may designate, and not used for any other purpose. We will supply and ship to you one or more Non-Original Media containing the Content for your use. You hereby appoint us as your agent for the purposes of media-shifting the Content to the Non-Original Media and storing the Original Media assigned to you.

4. **RESTRICTIONS ON MEDIA/CONTENT LICENSE.**

- (a) **FIELD OF USE.** This license is restricted to use of the Media and Content by you to conduct the commercial business of providing live karaoke entertainment to or for third parties. It is not for private home use or for license to the general public.
- (b) **GEOGRAPHIC RESTRICTION.** This license is restricted to use of the Media and Content by you within the United States of America and its possessions and Canada and its possessions (“the Licensed Territory”). You may **not** export the Media or Content from the Licensed Territory without our express written permission.
- (c) **MEDIA-SHIFTING POLICY.** You may **not** shift the Content of the Media we supply to you to any other Non-Original Medium unless you are in compliance with our media-shifting policy. Provided that such media-shifting is otherwise in compliance with the laws of the United States or Canada (as applicable), you may choose to shift the Content stored on each of the Media we supply to you to **ONE** Non-Original Medium of your choice, or you may use the Media we supply to you directly. If you choose to shift the Content to another Non-Original Medium, you must maintain possession of the Media we supply to you as a backup copy or return it to us. You **MUST** also delete ALL Sound Choice-branded Content obtained from any other source for which you do not own an Original Sound Choice CDG. You may have only one Non-Original Medium (including the Media we send you) in active use at a time, per licensed system. If you desire to have more than one Non-Original Medium in active use, you must acquire one or more additional licenses. This media-shifting policy operates only to state the terms under which we tolerate media-shifting. The permissions granted under this paragraph apply solely to those aspects of the Media and the Content in which we own rights. We do not, by this Agreement or otherwise, indemnify you against any action or claim by any third party or grant you any right belonging to any third party.

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- (d) **TRANSFER OF MEDIA TO THIRD PARTIES.** Should you desire to go out of business or transfer your GEM license, please contact us first. There is a specific procedure required when you wish to transfer your license. You may **NOT** sell, pawn, donate, give as a gift, bequeath in a will, or otherwise convey (hereinafter "transfer") possession of any Media to any third party unless (i) you have OUR written permission to do so, or (ii) you complete and return a "Certificate for Conveyance of Sound Choice Licensed Media", which can be obtained from us and insure that the third party executes the then-current version of this Agreement with Phoenix Entertainment Partners, LLC as a condition of the transfer. The transfer of possession of Media to a third party who has not executed the then-current version of this Agreement is a violation of this Agreement and will result in forfeiture of all licenses granted herein as well as legal action against you and the third party. In the event of a transfer under this paragraph, you must remove the Content from any Non-Original Medium to which you have shifted that content unless the transfer of the Non-Original medium is part of the transaction and we give prior written approval for the transfer of the Media to the third party.

WE RESERVE THE RIGHT TO TREAT UNAUTHORIZED SALE OR TRANSFER OF MEDIA AS A CRIMINAL THEFT AND TAKE APPROPRIATE ACTION.

YOU MAY NOT REMOVE THE MEDIA TO A COUNTRY OTHER THAN THE COUNTRY TO WHICH THE MEDIA WERE ORIGINALLY SHIPPED WITHOUT OUR EXPRESS WRITTEN PERMISSION. DOING SO IS A VIOLATION OF THIS AGREEMENT AND WILL RESULT IN FORFEITURE OF YOUR LICENSE.

- (e) **STREAMING AND OTHER REDISTRIBUTION.** You may **NOT** sublicense or distribute the Content of the Media to any other person or entity, through any mechanism (whether now known or later developed), except
- (i) as part of a transfer of the Media to a third party pursuant to paragraph 4(d); or
 - (ii) temporarily as part of a bona fide employer-employee or contractor relationship, whereby you authorize a third party to provide live karaoke entertainment in your name in the same manner as would be permitted under this Agreement if you provided the entertainment yourself. If you temporarily transfer the content according to this clause, and your employee or contractor commits acts prohibited by this Agreement, we will not hold you vicariously responsible if (A) you did not direct, authorize, or encourage the acts and (B) you promptly inform us of the acts upon learning of them, providing us with all information in your possession about the acts, including the particular facts, the venues where unauthorized tracks are being played, and the identity of the employee or contractor.

You are specifically prohibited from uploading or otherwise transferring the Content to a computer network, bulletin board, or IRC channel; from making the Content available via a bit torrent, file sharing service, peer-to-peer exchange, or other similar service; from listing the Content on or storing the Content in a database (online or otherwise, except that you may provide one or more computer terminals containing a track listing for patron use as part of the production of a live karaoke show); from incorporating the Content in any derivative product, including any product that would allow you or a third party to download, access, or extract the Content as a stand-alone file; from incorporating the Content in a product offered for sale or other transfer, such as by burning, copying, or uploading a media file of a performance in which the Content was used to a portable medium, file storage service, server, or electronic mail account; from incorporating the Content into a product for the purpose of redistributing the Content or using the Content to create derivative works for resale, display, broadcast, or any other form of distribution; and from broadcasting the Content via television, radio, or online streaming. Notwithstanding the foregoing, nothing in this Agreement is intended to prohibit you from uploading and streaming via the Internet an audiovisual recording of a patron singing along to the Content. You are responsible for obtaining any necessary permissions from third-party rights holders if you choose to upload and stream such a recording.

- (f) **MAINTENANCE OF MEDIA/CONTENT INTEGRITY.** You will not remove any notice of copyright, trademark, or other form of intellectual property of any type, or any other information that appears on, is embedded in, or is displayed in connection with the Media or from the Content. You are specifically prohibited from removing the manufacturer's original serial number from the Media.
- (g) **LICENSEE IDENTIFICATION STICKER.** Your license is tied to specific serialized discs that we will assign to you and set aside in our warehouse. In connection with the License, you will be provided with a Licensee Identification Sticker that contains a serial number associated with the Original Media. If you shift the Content to a Non-Original Medium, you must apply this sticker to the exterior of the Non-Original Medium in such a manner as to make it easily visible when the Non-Original Medium is in ordinary use. If you elect to shift the

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PAGE 3 OF 8

LICENSE AGREEMENT SOUND CHOICE® GEM SERIES - PHOENIX ENTERTAINMENT PARTNERS, LLC REV: 6/30/17

Content to a different Non-Original Medium (e.g., when a hard drive fails), you must return this sticker to us for replacement. If you transfer the Media as provided in part (d) above, you must return this sticker to us, and a replacement will be provided to the recipient of the Media.

- (h) **SET SPLITTING.** All Content shifted from all Original Media in a set under a corresponding Proof of License Sticker must reside together on the same hard drive system. They may not be split up so as to subdivide the set, load part of the set onto one Non-Original Medium and part of the set onto another Non-Original Medium, or divide the set for transfer to multiple recipients. For further clarification and the avoidance of doubt by way of example, all songs on Discs numbered 10001 thru 10100 and commonly referred to as The Diamond must remain together on the one Non-Original Medium which will have the corresponding Proof-of License Sticker affixed to it; all songs on Discs numbered 10181 through 10190 and commonly referred to as Sapphire 1 must remain together on one Non-Original Medium which will have the corresponding Proof-of License Sticker affixed to it, etc.
- (i) **OBLIGATIONS OF LAW.** You will not take any action in connection with the Content that violates any law, regulation or statute in an applicable jurisdiction, and you will not take any action in connection with the Content that violates or infringes the intellectual property or other rights of any person or entity, including, without limitation, the moral rights of the creator of the Content and the rights of any person who, or any person whose property, appears in the Content.
- (j) **CONSENT TO AUDIT.** You consent to an audit to confirm your compliance with the terms of this Agreement, on one week's notice, on your property at reasonable times. You will comply in all reasonable respects with such audits, making available for a physical and electronic inspection your equipment, files, external drives and accounting records relating to karaoke entertainment activities. You agree that the audit coverage extends to any Sound Choice®-branded karaoke track in your possession. We agree that we will not audit you more than once per calendar year.

5. RESTRICTIONS ON MARK LICENSE. You have been granted a limited, non-exclusive royalty-free license to use the Marks. Your use of the Marks shall be confined to (a) the display of the Marks in connection with your providing live karaoke entertainment services to third parties, only as part of the display of the synchronized graphical portion of the Content, and (b) the truthful identification of karaoke tracks as being SOUND CHOICE® tracks in an accompanying song listing, whether in printed or electronic format. You agree that you will not modify the manner in which the Marks are electronically displayed as part of your live karaoke entertainment services; that you will not apply the Marks to any track to which it has not already been applied or to the listing of any track that did not originate with US; that you will not disparage, mutilate, or otherwise modify the Marks in any public place; that you will not use the Marks in any advertising except as part of song listings; that you will not undertake any action that brings the Marks or US into disrepute; and that you will not downsample, compress, or otherwise modify the Content of the Media in such a manner as to reduce the performance quality of that Content. You agree that these provisions constitute appropriate efforts on our part to maintain control over the quality of the karaoke tracks and your services, and that any breach of the provisions of this paragraph in a manner that is detrimental to the quality of any good or service to which the Marks are applied is grounds for termination of this Agreement.

6. COVENANT NOT TO SUE. Subject to your performance of all of your obligations hereunder, Phoenix Entertainment Partners, LLC covenants that it will not sue you at law or in equity based solely upon your transfer of the Content to one Non-Original Medium according to the policies set forth in this Agreement. This covenant does not apply (1) if you are in breach of this Agreement; or (2) if you or any entity under your control or under common control with you (whether direct or indirect) is a defendant in a currently pending lawsuit in which we or a related company is a plaintiff, unless you have entered into a binding settlement agreement.

7. TERM AND TERMINATION.

- (a) This Agreement shall have an initial term expiring December 31 of the third calendar year following the date of this Agreement ("the Expiration Date"). For example, if you signed this Agreement on July 20, 2017, it would expire on December 31, 2020. This Agreement may be renewed according to such terms offered by Phoenix Entertainment Partners, LLC as are in effect on July 1 of the expiration year of the Agreement (July 1, 2020, in the above example) ("the Renewal Date"). Regardless of the particular terms of renewal, each renewal term shall be for one calendar year from the previous Expiration Date, and the cost of each renewal shall not exceed Fifty U.S. Dollars (\$50.00). In the event of our failure to offer specific renewal terms in advance of the Renewal Date, if this Agreement is otherwise eligible for renewal, this Agreement shall be deemed renewed in all respects for a one-year period from the then-current Expiration Date upon our receipt from you of a \$50 renewal fee and a Licensee Information Update (see subparagraph (b) below), after the

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Renewal Date but before the Expiration Date. Provided there has been no breach of any of the terms of this Agreement and no violations of our broader Media Shifting Policy during any active term of this Agreement, and provided that there has been no lapse in effectiveness or termination of this Agreement, this Agreement will continue to be renewable for an indefinite number of successive one-year terms at a renewal cost not to exceed \$50 per year.

NEW YORK RESIDENTS ONLY: Any amounts paid by you in connection with this Agreement, including any renewal fees, are paid strictly for possession of the Media. No part of any payment shall be considered payment for any license to use the Marks.

- (b) In addition to any obligation under this Agreement to update your contact information (see, e.g., paragraph 10 below), you are required, not later than December 31 of each year, to provide us with a Licensee Information Update on a form to be provided on request. The Licensee Information Update will include an affirmative statement of all of the following information, whether or not the information has changed: Your name, your company name and state of organization (if any), your physical and mailing addresses, your website(s) (if any, including any public-facing social media accounts), your email address, your telephone number, and your fax number (if any). The Licensee Information Update form may request additional information for our use in providing you with goods or services.
- (c) If you breach this Agreement, we may terminate it at any time upon 14 days' notice and your failure to cure the breach. In the event of our termination under this provision, you must remove all Content from any Non-Original Medium to which you have shifted it, return the Licensee Identification Sticker to us, and return the Original Media to us. **Our waiver of any breach of this Agreement shall not be deemed a waiver of any future breach of this Agreement.**
- (d) If you acquired the Media in connection with (i) a financing or installment agreement with us or (ii) any financing or installment agreement for which repossession of the Media may be asserted as a remedy for your breach, then this Agreement shall be deemed terminated upon your default under that financing or installment agreement or upon such repossession. Any notice to you of default or repossession under that financing or installment agreement shall be deemed notice to you of the termination of this Agreement.
- (e) You may terminate this Agreement at any time by
 - (i) notifying us in writing that you are terminating the Agreement, and
 - (ii) removing the Content from any Non-Original Medium to which you have shifted it, and
 - (iii) returning the Licensee Identification Sticker to us, and
 - (iv) either
 - (A) transferring the Content to a third party as provided in paragraph 4 above, or
 - (B) returning the Media to us at your expense.

You must complete all four steps (i)-(iv) before the agreement will be considered terminated.

- 8. **DISCLAIMER OF IMPLIED WARRANTIES. ALL MEDIA PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, ARE SPECIFICALLY DISCLAIMED.**
- 9. **NOTICE.** You have provided your name, business name, address, telephone number, and e-mail address in Appendix A below. You consent to receive any notice we are required by this Agreement to give you by postal mail, overnight courier, fax (if provided), or e-mail, at our selection, and such notice will be deemed to have been given when mailed, given to the courier, or transmitted by fax or e-mail. When you are required to give us notice, you may give that notice by fax to 800-577-7464 or by postal mail or overnight courier to the address in the first paragraph above. We may change our notice location or address by giving written notice to you.
- 10. **CHANGE OF YOUR CONTACT INFORMATION.** If at any time during the term of this Agreement any of your contact information changes, including your physical address, mailing address (if different from your physical address), phone number, email address, or fax number, you must notify us in writing within seven days of this

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change. You may give that notice by faxing it to (704) 588-8893 or by postal mail or overnight courier to the address in the first paragraph above.

- 11. **FORUM SELECTION AND CHOICE OF LAWS.** The parties agree to the jurisdiction of the state and federal courts sitting in Mecklenburg County, North Carolina, over any dispute arising under this Agreement or involving your infringement of Phoenix Entertainment Partners, LLC's copyrights, trade dress, or trademarks, waiving all objections to personal jurisdiction and venue therein. The parties further agree that the substantive laws of the State of North Carolina shall apply to such disputes, without resort to the conflicts of laws provisions thereof. The choice of forum and choice of laws provisions hereunder are bargained-for terms of this Agreement.
- 12. **ASSIGNMENT AND SUCCESSION.** This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and executors, administrators, personal representatives and heirs, provided, however, that you may not, without the written consent of Phoenix Entertainment Partners, LLC, assign your interests under this Agreement, except as provided in paragraph 4(d) above. Any other transfer of the Media or Content is invalid.
- 13. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement, including Appendix A, constitutes the entire agreement between the parties on the subject matter to which it relates, and this Agreement may not be modified except (a) by a writing signed by both parties, or (b) by our written notice to you of a change in terms coupled with your failure to refuse the change in terms within 90 days after that notice was given, or (c) as to any non-accepted change in terms under part (b) above, automatically upon renewal of this Agreement as provided in paragraph 7(a) above. Any part of this Agreement that is found by a court of competent jurisdiction to be unenforceable shall be severed herefrom and the remaining terms enforced to the greatest extent possible.

By completing the information block in Appendix A, attaching the required documentation, and returning this signed document to Phoenix Entertainment Partners, LLC, you signify your agreement to and acceptance of the foregoing terms.

PRINTED NAME OF LICENSEE

DATE

SIGNATURE OF LICENSEE

PRINTED NAME IF SIGNING ON BEHALF OF A CORPORATION, LLC OR OTHER BUSINESS ENTITY

TITLE

PRINTED NAME OF CO-LICENSEE

DATE

SIGNATURE OF CO-LICENSEE

PRINTED NAME IF SIGNING ON BEHALF OF A CORPORATION, LLC OR OTHER BUSINESS ENTITY

TITLE

This contract is not valid unless accompanied by page 7 which is printed on security paper and which bears the signature of an officially authorized representative of Phoenix Entertainment Partners, LLC.

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NOTE TO LICENSEE:

When this document is officially accepted and executed by Phoenix Entertainment Partners, LLC, it will be returned to you with a page replacing this one, printed on security paper with a raised impression Phoenix Entertainment Partners, LLC seal and bearing the signature of an authorized representative of the company.

BEFORE RETURNING THIS DOCUMENT, MAKE SURE YOU HAVE:

1. Put your initials on the bottom of each of the pages (except this one).
2. Signed, dated, and put your title on Page 6.
3. Filled out all information in Appendix A and attached the required documents.

YOU MUST RETURN A COMPLETED SIGNED AGREEMENT, INCLUDING APPENDIX A AND ALL ADDITIONAL REQUIRED DOCUMENTATION, BEFORE ANY PRODUCT WILL BE SHIPPED.

YOU MAY RETURN THIS LICENSE AGREEMENT:

- i. by fax to 704-588-8893
- ii. as a PDF file emailed to: customercare@phxep.com or
- iii. by mail to:

**Phoenix Entertainment Partners, LLC
12245 Nations Ford Road
Suite 501
Pineville, NC 28134**

[You do not need to initial this page. Please make sure all other pages are initialed at the bottom]

Phoenix Entertainment Partners, LLC Representative Initials _____ Licensee Initials _____ Co-Licensee Initials _____

All prices, terms, and conditions are subject to change until final acceptance and execution of your documents.
PAGE 7 OF 8

LICENSE AGREEMENT SOUND CHOICE® GEM SERIES - PHOENIX ENTERTAINMENT PARTNERS, LLC REV: 6/30/17

Appendix A Business Owner and/or Principal Officer Personal Information

(Please print CLEARLY)

LICENSEE'S NAME	LICENSEE'S PERSONAL PHONE NUMBER				
LICENSEE'S EMAIL ADDRESS	LICENSEE'S MOBILE PHONE NUMBER				
LICENSEE'S PERSONAL ADDRESS	CITY	STATE	ZIP		
CO-LICENSEE'S NAME	CO-LICENSEE'S PERSONAL PHONE NUMBER				
CO-LICENSEE'S EMAIL ADDRESS	CO-LICENSEE'S MOBILE PHONE NUMBER				
CO-LICENSEE'S PERSONAL ADDRESS	CITY	STATE	ZIP		
WEBSITE ADDRESS					
BUSINESS NAME					
CIRCLE TYPE OF BUSINESS ENTITY [1] [2]					
Sole Proprietorship	Partnership	LLC	S-Corp	C-Corp	Other (explain)
PRINCIPAL OFFICE STREET ADDRESS	CITY	STATE	ZIP	PHONE	
PRINCIPAL OFFICE MAILING ADDRESS (If Different)	CITY	STATE	ZIP	PHONE	
1st PRINCIPAL OFFICER'S NAME	TITLE				
HOME MAILING ADDRESS	CITY	STATE	ZIP	PHONE	
2nd PRINCIPAL OFFICER'S NAME	TITLE				
HOME MAILING ADDRESS	CITY	STATE	ZIP	PHONE	

[1] Attach a copy of your business license. If your state does not require one, provide contact name and information for one of your venues.

[2] For any incorporated business or LLC attach a copy of your Certificate of Registration from the Secretary of State in which your business is registered.

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