

**LIFETIME LICENSE FOR PUBLIC PERFORMANCE OF MUSIC CONTAINED
ON MANION MUSIC DISCS IN A COMMERCIAL ESTABLISHMENT**

[Notice: A Bill of Sale from an authorized Manion Music Dealer, indicating a specific customer name and location of the licensed Commercial Establishment, the product serial number(s), and the date of sale, is required to validate this license, and should be kept with this license in a safe place.]

Customer and location: See Bill of Sale

Licensed Discs: Manion Music (name of collection[s]), Discs 1-5 Serial # MMXXXXXXXXXX

Contents: One collection and one Lifetime Performance License Valid for any Commercial Establishment up to 10,000 square feet in area. Customers with larger areas, Call 1/800-937-9327 (540/635-9166) for Upgrade Information.

IMPORTANT: This is a license. By accepting these discs you agree to become a licensee for use of the music discs contained in the Manion Music Collection named above. If you are not willing to become a licensee, return the collection and the license to your dealer immediately. The use of all Manion Music Discs and/or the music they contain is permitted only on the condition that user agree to the terms set forth in this document. This license covers all of the above-named Discs that have been supplied to the user (hereinafter, the Customer) by Manion Music (hereinafter Licensor). This license is valid only for the Customer and location described in the Bill of Sale indicated above.

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Any question regarding the proper licensed usage of music on the discs should be directed immediately to Manion Music, LLC, at the above address and/or phone numbers.

Manion Music, LLC

Christopher Manion, Ph.D., President

Date of authorization: See Bill of Sale

Manion Music – Yours for Life ®

For demos of selections from alll of Manion Music’s collections, including Classical, Jazz, Caribbean, Latino, Holiday, Pop, and Italian, see www.Manionmusic.com or call 1-800-937-9327.

Definitions: A Customer is a user of the music on the Discs and maintains one or more Commercial Establishments.

A Commercial Establishment is one facility at which business, commerce, or other (such as non-profit or government) activity that is not completely private is conducted.

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Notices of Intellectual Property Rights: Customer shall assure that any notices of intellectual property (e.g., patent, trademark and copyright notices), if any, shall remain visible on the Discs.

Warranties: As to the Discs, all warranties of merchantability or fitness of use for a particular purpose, express or implied, except for those contained in this agreement, have been waived by Customer. The Discs licensed under this Agreement shall be considered "as is" Discs, and as such, Licensor does not guarantee that the Works will meet "all requirements" of Customer's business. Licensor shall not be responsible for any damages, consequential or otherwise, that may be suffered by Customer or its employees or agents in the use of the Discs (Such damages shall include but not be limited to lost profits, lost sales, all actions lying in tort, prima facie tort, or any other cause of action arising out of the use or performance of the Discs). Customer understands and agrees that this license applies only to public performance of Manion Music collections, and not to any music administered by any other music licensing agency.

Termination: This license shall terminate immediately if Customer does not comply directly or indirectly with any term of this License Agreement, including but not limited to non-payment of license fees, removal of Discs to other locations, unauthorized copying of Discs, of modifying the Works in any manner.

This License will automatically terminate if Licensee closes the establishment location to which the License applies or if Licensee changes the name of the establishment location to which the license applies. In such a case, Licensee may apply for a new license, which will be issued at the sole discretion of Licensor for a reasonable renewal fee. Licensee may terminate this license at any time, but upon such termination, Licensee may continue to play the discs only in private, noncommercial settings.

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In any case where a Licensee wishes to transfer this License to a successor establishment or any other transferee, permission to so transfer must first be obtained from Licensor. For such a transfer to be valid, any fees charged by Licensor for such transfer must be paid and a new license must be entered into by the transferee.

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Audits: Within the terms of applicable laws, Licensor may make reasonable examinations of Customer's Commercial Establishment sites in order to confirm that the terms of this License Agreement are being adhered to. If such an examination shows noncompliance, not only may Licensor terminate this agreement, but also Customer shall pay all expenses of such examination.

Injunctive Relief: Customer acknowledges that misuse or copying of the Discs will give rise to irreparable injury to Licensor, and leave Licensor inadequately compensated in damages. Accordingly, Licensor may seek and obtain injunctive relief against Customer's breach or threatened breach, in addition to any other legal remedies, such as suit for copyright infringement, which may be available. Customer further acknowledges and agrees that the covenants contained herein are necessary for the protection of Licensor's legitimate business interests and are reasonable in scope and content.