

## ADDENDUM

This Addendum amends and supplements the APM Music Use Agreement (“Agreement”) between Texas A&M University, a member of The Texas A&M University System (“A&M System”), and an agency of the State of Texas (“Company”) and Associated Production Music LLC, a California Limited Liability Company, with offices at 5700 Wilshire Blvd, Ste. 550, Los Angeles, CA 90036, (“APM”). All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. Company and APM may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. For clarification, Company is entering into this Agreement as a member of The Texas A&M University System, and an agency of the State of Texas.
2. This Addendum is incorporated into the Agreement and in the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
3. The following language is added to the Agreement:

**Prompt Pay.** Company’s payment shall be made in accordance with Chapter 2251, *Texas Government Code* (“the Texas Prompt Payment Act”), which shall govern remittance of payment and remedies for late payment and non-payment.

**State Auditor’s Office.** APM understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. APM agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records reasonably requested in connection with an audit or investigation of APM.

**Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, APM agrees that any payments owing to APM under this Agreement may be applied directly toward certain debts or delinquencies that APM owes the State of Texas or any agency of the State of Texas during the Synchronization Term of the Agreement, until such debts or delinquencies are paid in full.

**Public Information.** APM acknowledges that Company is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for

public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Company's written request, and at no cost to Company, APM will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of Company in a non-proprietary format acceptable to Company that is accessible by the public. APM acknowledges that Company may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement.

**Dispute Resolution.** To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Company and APM to attempt to resolve any claim for breach of contract made by APM that cannot be resolved in the ordinary course of business. APM shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Company at [contracts@tamu.edu](mailto:contracts@tamu.edu), who shall examine APM's claim and any counterclaim and negotiate with APM in an effort to resolve the claim. This provision and nothing in this Agreement waives Company's sovereign immunity to suit or liability, and Company has not waived its right to seek redress in the courts.

**Compliance with Laws.** Each Party hereto shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

**Export Controls.** Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. APM certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

**Franchise Tax Certification.** If APM is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then APM certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that APM is exempt from the payment of franchise (margin) taxes.

**Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, *Texas Family Code*, APM certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

**Certification Regarding Business with Certain Countries and Organizations.** APM represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. APM acknowledges this Agreement may be terminated immediately if this certification is inaccurate.

**Prohibited Agreements.** APM recognizes that as a state agency, Company may not award contracts as outlined below.

- 1) **Compensation for Preparing Bids.** Company cannot award a contract if such contract includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. Under Section [2155.004](#), *Texas Government Code*, APM certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 2) **Disaster Related Contracts.** Company cannot award a contract if such contract involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal, civil, or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina or any other disaster occurring after September 24, 2005. Under Section [2155.006](#), *Texas Government Code*, APM certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 3) **Involvement in Human Trafficking.** Company cannot award a contract if such contract includes financial participation by a person, who, during the five-year period preceding the date of the contract, has been convicted of any offense related to the direct support or promotion of human trafficking. Under Section 2155.0061, *Texas Government Code*, APM certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

**Prior Employment.** APM acknowledges that Section 2252.901, *Texas Government Code*, prohibits Company from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by Company during the twelve (12) month period immediately prior to the effective date of the Agreement. If APM is an individual, by signing this Agreement, APM represents and warrants that it is not a former or retired employee of Company that was employed by Company during the twelve (12) month period immediately prior to the effective date of the Agreement.

**Conflict of Interest.** APM certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of Company or the A&M System, has a direct or indirect financial interest in APM or in the transaction that is the subject of this Agreement.

**Not Eligible for Rehire.** APM is responsible for ensuring that its employees involved in any work being performed for Company under this Agreement have not been designated as “Not Eligible for Rehire” as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 (“NEFR Employee”). In the event Company becomes aware that APM has a NEFR Employee involved in any work being performed under this Agreement, Company will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement.

**Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

**Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by APM’s service to Company. Except as specifically required under the terms of this Agreement, APM (and its representatives, agents, employees, and subcontractors) will not represent themselves to be an agent or representative of Company or the A&M System. As an independent contractor, APM is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. APM and its employees shall observe and abide by all applicable Company policies, regulations, rules and procedures, including those applicable to conduct on its premises.

**Non-Assignment.** APM shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of Company.

**Representations & Warranties.** If APM is a business entity, APM warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of APM has been duly authorized to act for and bind APM.

**Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party’s reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

**Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. Company and APM can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

**Company:**

Texas A&M University  
Athletics  
1228 TAMU  
College Station, Texas 77843-1228  
Attention: Buddy Kimberlin  
Telephone: 979-862-5434  
Email: [bkimberlin@athletics.tamu.edu](mailto:bkimberlin@athletics.tamu.edu)

**With a copy to:**

Texas A&M University  
Department of Contract Administration  
1182 TAMU  
College Station, TX 77843-1182  
Attention: Director, Contract Administration  
Telephone: 979-845-0099  
Email: [contracts@tamu.edu](mailto:contracts@tamu.edu)

**APM:**

Associated Production Music LLC  
5700 Wilshire Blvd, Ste. 550  
Los Angeles, CA 90036  
Attention: Max Crutchfield  
Telephone: 323-461-3211  
Email: [mcrutchfield@apmmusic.com](mailto:mcrutchfield@apmmusic.com)

**Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

**Venue.** Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against Company is to be in the county in which the principal office of Company's governing officer is located.

**Limitations.** As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of Company to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Company's property;

disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”). Terms and conditions related to the Limitations will not be binding on Company except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by Company nor any other conduct, action, or inaction of any representative of Company relating to this Agreement constitutes or is intended to constitute a waiver of Company’s or the state’s sovereign immunity.


**Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

**Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

**Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.

ACCEPTED & AGREED:

**TEXAS A&M UNIVERSITY**

DocuSigned by:  


6741E241G2F2401...

Signature

Robert C. Bounds

Name


Exec. Director, Procurement Services

Title

December 20, 2024 | 2:55:00 PM CST

Date

**ASSOCIATED PRODUCTION  
MUSIC LLC**

DocuSigned by:  


21E506F4C53D472...

Signature

Adam Taylor

Name

President/CEO

Title

December 20, 2024 | 2:57:14 PM CST

Date



## APM MUSIC USE AGREEMENT

This agreement (“Agreement”) is made and entered into this **November 26<sup>th</sup>, 2024** by and between **Associated Production Music LLC (“APM”)**, with its principal offices at 5700 Wilshire Blvd, Ste. 550, Los Angeles, CA 90036 and **Texas A&M University, a member of the Texas A&M University System, an agency of the State of Texas** (“Company”), with its principal place of business at 1228 TAMU College Station, TX 77843-1228.

**WHEREAS**, APM is the owner and/or administrator of certain rights in and to certain musical compositions and master recordings; and

**WHEREAS**, Company desires to have the right to review, audition and synchronize Music (as defined below) into certain Productions (as defined below) and to exploit such completed Productions that incorporate Music.

**NOW, THEREFORE**, for good and valuable consideration, APM and Company agree as follows:

### 1. LICENSE GRANT.

- 1.1 A Production is defined as one stand-alone work consisting of a combination of APM music and other audio and/or video elements produced within the Synchronization Territory, during the Synchronization Term, by one of the entities listed on the attached Schedule “A” and for the types of Productions and the associated clearances listed on the attached Schedule “A”. All capitalized terms not defined in the body of this Agreement are defined on Schedule A.
- 1.2 Music Use and Synchronization of Music into Productions. Subject to the terms and conditions of this Agreement, APM hereby grants the following to Company for the entities listed on the attached Schedule A:
  - 1.2.1 During the Synchronization Term and within the Synchronization Territory, a non-exclusive right and license to synchronize the Music and Productions as listed on Schedule A.
  - 1.2.2 During the Synchronization Term and within the Synchronization Territory, a non-exclusive right and license to create and use in-context promos of the Productions (“Promo(s)”) as listed on Schedule A. In-context promos are defined as the use of an unaltered clip from a Production already containing Music and the use of that clip to promote the original Production.
  - 1.2.3 For Productions and Promos produced during the Synchronization Term, the in-perpetuity (unless specifically limited in Schedule A) right and license to distribute, and to authorize others to distribute, such Productions and Promos in the Distribution Territory for the clearances listed on Schedule A.
- 1.3 Each Production and Promo is a separate production and must be separately reported to APM.

- 1.4 This Agreement solely covers Productions and Promos owned by Company at the time of production.
- 1.5 Post Synchronization Term Limitations. After the Synchronization Term, a renewal of this Agreement or a new agreement with APM will be required for:
  - 1.5.1 Any new Production or Promo produced after the Term, including Promos that utilize segments from Productions or Promos produced during the Term, and will require a new license from APM.
  - 1.5.2 Any change to a Production or Promo created during the Synchronization Term other than (a) minimal editing changes to an existing program to allow for broadcast in different markets, including the removal of language to accommodate standards of a particular market and foreign language dubbing; (b) the editing out of an image or images for legal reasons; (c) minor changes in length to accommodate a change in advertising, or broadcast requirements; (d) the inclusion of chapter stops or other addressable locator codes of any kind on the applicable storage device; (e) so-called editor's cuts or director's cuts.
- 1.6 Performance Rights: This license does not convey rights of public performance. Performance rights are administered by the appropriate performing rights societies in each territory (e.g., ASCAP, BMI, et al.).
- 1.7 Conditions of License Grant. The rights and licenses granted herein are conditioned upon:
  - 1.7.1 The payment by Company of the License Fees listed on the attached Schedule A;
  - 1.7.2 Company supplying to APM, on the schedule indicated on Schedule A, music usage reports or cue sheets specifying all synchronizations of Music into each Production and Promo.

## 2. MUSIC ACCESS.

- 2.1 The music available to Company under this Agreement can be accessed by Company's authorized users at [www.apmmusic.com](http://www.apmmusic.com) unless limited by Schedule A ("Music"). Music content selection may vary from time to time.
- 2.2 The libraries of NFL Films, Discovery, Voyant and Major League Baseball cannot be used in circumstances which may result in injury to the reputation of, or damage the goodwill of, NFL Films, Inc., the National Football League, Discovery Communications Inc., any Major League Baseball entity and all affiliates of the companies mentioned. Without limiting the foregoing, Company warrants that in no event will Music from any of these libraries or any part thereof be licensed for or otherwise be used in connection with, or in any way related to, pornographic adult entertainment. Additionally, the NFL and MLB libraries cannot be used in association with a lottery, game of chance, or any other type of gambling or wagering activity. In the event of there being any doubt, Company must contact APM for clarification. All decisions by APM regarding the appropriateness of the use of the Music from these libraries in a Production shall be final.



### 3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

- 3.1 APM represents and warrants to Company that APM has the full right, power and authority to enter into this Agreement and to grant the rights granted herein.
- 3.2 Company represents and ~~agrees warrants~~ to APM that it has the full right, power and authority to enter into this Agreement and to perform all obligations on its part to be performed hereunder.

### 4. INDEMNITY.

- 4.1 Indemnity by APM. APM agrees to indemnify Company, its parent company and its principals, officers, directors, agents, employees, representatives, successors and assigns from any and all third party claims, liabilities, losses, damages and expenses (collectively, "Claims"), including, without limitation, reasonable outside attorney's fees and expenses, arising from any and all Claims that arise in connection with any breach by APM of any term, covenant or representation or warranty contained herein, including claims that any recorded selection(s) of the Music provided to Company infringes any copyright or other rights.
- 4.2 Indemnity by Company. Company agrees, ~~to the extent permitted by applicable law,~~ to indemnify APM, its parent companies and its principals, officers, directors, agents, employees, representatives, successors and assign from any and all Claims, including, without limitation, reasonable ~~outside-attorney's~~ fees and expenses, which arise in connection with any use or claim of use of the Music by Company or its personnel that is not in accordance with this Agreement.

### 5. TERMINATION.

- 5.1 Grounds for Termination. In addition to all other rights and remedies available to it, APM shall have the right to terminate this Agreement in the event of the occurrence of any of the following events upon which the rights granted to Company under this Agreement, shall automatically terminate:
  - 5.1.1 Non-Payment of fees within 60 days of the dates specified in Schedule "A".
  - 5.1.2 Company is in breach of any representation, warranty, covenant, term or condition of this Agreement (e.g., reporting requirements, non-payment), and fails to cure such breach within thirty (30) days of being notified in writing by APM.
  - 5.1.3 Upon the occurrence of bankruptcy whether by court order, adjudication, involuntary petition in bankruptcy filed against it, or if Company shall file a petition in bankruptcy or for reorganization pursuant to the Federal Bankruptcy Code or any similar state law.

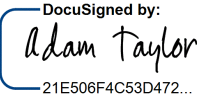
### 6. GENERAL PROVISIONS.

- 6.1 Name, Image and Likeness. This Agreement does not convey any name, image and likeness rights.

- 6.2 Retained Rights. Company acknowledges that under all circumstances, ownership in any Music and associated metadata shall remain vested in APM. All rights not expressly granted by either APM or Company hereunder are reserved.
- 6.3 Governing Law; Forum. ~~This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably submit to the jurisdiction of the federal and state courts located in Los Angeles County, California; agree that any and all actions arising from or related to this Agreement, shall be brought exclusively in one of those Courts; and waive any objection to such jurisdiction on the ground of venue, forum non conveniens and any similar ground.~~
- 6.4 No Right to Injunctive Relief. In the event that Company breaches this Agreement solely by failure to pay a required license fee, APM will be limited to the right, if any, to recover damages in an action at law and APM shall not be entitled to seek and obtain an injunction restraining Company from the distribution or exploitation of a Production.
- 6.5 Assignment and Sublicense. Company may not assign or transfer control of this Agreement or any rights and/or obligations hereunder without APM's prior written approval, other than the licenses in Section 1.2.3 hereof, which may only be assigned provided assignee assumes the obligations of Company as specified in Section 3.2, and Company remains secondarily liable.
- 6.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 6.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written agreements or communications. In the event of conflict between the terms of this Agreement and any other document provided by Company i.e. **addendum, Company's Addendum** shall **in all aspects govern and** control. This Agreement shall not be modified except by a written agreement signed by each of the parties.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

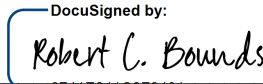
**Associated Production Music LLC**

By:  21E506F4C53D472...

Name/Title: Adam Taylor, President

Date: December 20, 2024 | 2:57:14 PM CST

**Texas A&M Athletics**

By:  6741E241C2F2401...  
An Authorized Signatory

Name/Title: Robert C. Bounds  
Exec. Director, Procurement Services

Date: December 20, 2024 | 2:55:00 PM CST

SCHEDULE “A”

- 1. Synchronization Term: Five (5) Years – December 15, 2024 to December 14, 2029.
- 2. Synchronization Territory: United States, its territories and Canada (The territories in which the music can be synchronized into productions. For clarification, see Item 4 below for the territories where the productions can be distributed.)
- 3. Music: The music available at [www.apmmusic.com](http://www.apmmusic.com). APM cover recordings of popular music, available at [covers.apmmusic.com](http://covers.apmmusic.com), are not included in this Agreement and if desired, will require a separate license from APM.
- 4. Distribution Territory: Worldwide, unless otherwise limited in the Clearance section below.
- 5. Entities covered by this Agreement: Texas A&M Athletics.
- 6. Reporting Schedule: Within thirty (30) calendar days after the end of each month (including the final month) of the Synchronization Term to [annual.reporting@apmmusic.com](mailto:annual.reporting@apmmusic.com).
- 7. Music Usage Allowance: Unlimited use of Music in Productions exclusively of Texas A&M Athletics content.
- 8. License Fee: Forty Thousand (\$40,000) US Dollars.
- 9. Payment Schedule: The License Fee is due and payable per the payment schedule below.

Eight Thousand (\$8,000) US Dollars	Due and payable on or before December 15, 2024
Eight Thousand (\$8,000) US Dollars	Due and payable on or before December 15, 2025
Eight Thousand (\$8,000) US Dollars	Due and payable on or before December 15, 2026
Eight Thousand (\$8,000) US Dollars	Due and payable on or before December 15, 2027
Eight Thousand (\$8,000) US Dollars	Due and payable on or before December 15, 2028

- 10. Company’s Contact for Copyright Notifications: Buddy Kimberlin [bkimberlin@athletics.tamu.edu](mailto:bkimberlin@athletics.tamu.edu)  
From time to time, selections of APM’s music might become unavailable for licensing in which case APM shall notify the Company’s Contact for Copyright Notifications of the change. It is Company’s responsibility to inform APM if their contact changes and to discontinue use of such music that has not already been synchronized into completed Productions or Promos.
- 11. Clearances included in this Agreement: (continued on next page).

**PROMO, RADIO/SATELLITE RADIO - NATIONAL; IN PERPETUITY**

Music use in a Production promoting program listenership;

Includes Radio (terrestrial & satellite) only;

Exhibition on all forms of transportation or common carriers and public in-transit areas, including but not limited to in-flight, trains, ships and buses.

"National" is defined as airing in the United States and Canada only, in either two top 10 markets (New York City, Los Angeles, Chicago, Philadelphia, Dallas-Ft. Worth, San Francisco-Oakland-San Jose, Boston, Atlanta, Washington-DC, Houston, and nationally in Canada) or more than five states.

**PROMO, ALL TV MEDIA, NATIONAL - IN PERPETUITY**

Music use in a Production promoting program viewership;

Includes free television, basic cable television, pay television, subscription television, satellite, closed circuit television, pay-per-view, on-demand, video-on-demand, subscription-on-demand;

Exhibition on all forms of transportation or common carriers and public in-transit areas, including but not limited to in-flight, trains, ships and buses;

Streaming and/or downloading or otherwise delivering the Production through the Internet or digital private network communications (limited to linear only (for the purposes hereof, the inclusion of "chapter stops", or other addressable locator codes, or fast-forward, play, rewind or similar functions, of any kind on the applicable storage device shall not be deemed to constitute non-linear)), provided that the Synchronized Music cannot be downloaded separately from the Production and that in no instance can any user generated content ("UGC") be created by users of any online systems or service (APM acknowledges that Company cannot ultimately prevent the end user from creating UGC, however Company shall not facilitate or authorize the creation or distribution of such UGC).

For the purposes hereof, "National" shall be defined as airing in the United States and Canada only, in either two top 10 markets (New York City, Los Angeles, Chicago, Philadelphia, Dallas-Ft. Worth, San Francisco-Oakland-San Jose, Boston, Atlanta, Washington-DC, Houston, and nationally in Canada) or more than five states.

**BROADCAST PROGRAM, INTERNET - WORLDWIDE; IN PERPETUITY**

Music use in a Production;

APM hereby grants Company the non-exclusive right to exhibit and distribute the Production embodying the Music via the Internet by means of so-called real-time streaming and/or downloading (limited to linear only (for the purposes hereof, the inclusion of "chapter stops," or other addressable locator codes, or fast-forward, play, rewind or similar functions, of any kind shall not be deemed to constitute non-linear uses)) to personal computers and any other portable devices now known or hereafter developed; provided, however, the Synchronized Music cannot be downloaded separately from the Production and that in no instance can any user generated content ("UGC") be created by users of any online systems or service (APM acknowledges that Company cannot ultimately prevent the end user from creating UGC, however Company shall not facilitate or authorize the creation or distribution of such UGC). For the avoidance of doubt, the rights granted hereunder shall also include customary edits and versions of the Production for dubbing/subtitling in English or other original languages, where applicable [e.g., visual vocal use]), and for the visually and hearing impaired (including subtitling and captioning in any and all languages).

**BROADCAST PROGRAM, ALL TV MEDIA, WORLDWIDE - IN PERPETUITY**

Music use in a Production;

The right to utilize segments of the Production for "in-context" promotional use only for the purposes of encouraging viewership;

The right to do foreign language dubbing and subtitling of the Production.

Includes television and radio exhibition, including free television, basic cable television, pay television, subscription television, satellite, closed circuit television, pay-per-view, on-demand, video-on-demand, subscription-on-demand;

All forms of transportation or common carriers and public areas, including but not limited to in-flight, trains, ships and buses;

Streaming or delivering the Production through the Internet or digital private network communications (limited to linear only (for the purposes hereof, the inclusion of "chapter stops", or other addressable locator codes, or fast-forward, play, rewind or similar functions, of any kind on the applicable storage device shall not be deemed to constitute non-linear)), provided that the Synchronized Music cannot be downloaded separately from the Production and that in no instance can any user generated content ("UGC") be created by users of any online systems or service (APM acknowledges that Company cannot ultimately prevent the end user from creating UGC, however Company shall not facilitate or authorize the creation or distribution of such UGC).

**INTERNAL PRESENTATION - PHYSICAL FORMAT AUDIO/VIDEO, UP TO 500 COPIES - WORLDWIDE; IN PERPETUITY**

Music use in an internal Company presentation and internal distribution in an in-house Production to employee audiences only.

Includes single language version only, and distribution via physical media, such as DVD or CD of up to 500 internal copies. Production must be in linear format only, and may not be distributed through Company intranet, closed circuit television, Internet, or any other "digital format".

**COMMERCIAL, ALL TV MEDIA, NATIONAL; IN PERPETUITY**

Music use in a commercial Production promoting a product or service for commerce.

APM hereby grants the non-exclusive right to distribute and exploit the Production via the following media: (i) free television, basic cable television, pay television, subscription television, satellite, closed circuit television, pay-per-view, on-demand, video-on-demand, subscription-on-demand (provided that in no instance is the viewer invited to manipulate the images and/or audio program material in a non-linear progression); and (ii) via the Internet anywhere in the world that the Internet can be accessed (unpaid placements) by means of so-called real-time streaming or downloading (limited to linear only), provided that the Synchronized Music cannot be downloaded separately from the Production and that in no instance can any user generated content ("UGC") be created by users of any online systems or service (APM acknowledges that Company cannot ultimately prevent the end user from creating UGC, however Company shall not facilitate or authorize the creation or distribution of such UGC). For the sake of clarity, linear shall mean the passive viewing of the Production embodying the Music in a predetermined sequence, the order, outcome and components of which cannot be selected or altered by the viewer other than through the performance of now existing audiovisual media player functions (e.g., stop, play, fast-forward, rewind, pause and etc.).

For the purposes hereof, "National" shall be defined as airing in the United States and Canada only, in either a) two top 10 markets (New York City, Los Angeles, Chicago, Philadelphia, Dallas - Ft. Worth, San Francisco - Oakland - San Jose, Boston, Atlanta, Washington DC, and Houston) or b) more than five states.

**COMMERCIAL, TERRESTRIAL RADIO, NATIONAL; IN PERPETUITY**

Music use in a commercial Production promoting a product or service for commerce.

APM hereby grants the non-exclusive right to distribute and exploit the Production embodying the Music via terrestrial radio together with the so-called real-time simultaneous streaming of the programs' terrestrial broadcast via the Internet; provided, however, that the Synchronized Music cannot be downloaded separately from the streamed radio broadcast and that in no instance can the streamed radio broadcast be embedded or otherwise archived into an online service or system.

For the purposes hereof, "National" shall be defined as airing in the United States and Canada only, in either a) two top 10 markets (New York City, Los Angeles, Chicago, Philadelphia, Dallas - Ft. Worth, San Francisco - Oakland - San Jose, Boston, Atlanta, Washington DC, and Houston) or b) more than five states.

**STADIUM/THEME PARK EXHIBITION - WORLDWIDE IN PERPETUITY**

Music use in a Production; For use and exhibition as part of a Ride, Theme Park, Amusement Park, Stadium, Gaming/Sporting event or Concert in the U.S. or Canada only. Rights are granted for one venue as specified above and one language version only. Does not include any broadcast rights, promotional or advertising use, or inclusion in a product for sale.

12. The following rights are not granted as part of this Agreement unless specifically granted in the clearances in Section 11 above:
- Use of the Music in any device, software or format that allows the user to manipulate the audio or video content of the Production or Promo in a non-linear fashion or in video games.
  - Use of the Music in any virtual reality or augmented reality formats.
  - Use of the Music as part of a Production and/or series theme (such use requires a separate license from APM).
  - Use of the Music in commercials, trailers or theatrical exhibition of films unless specifically covered under this Agreement.
  - Downloading the Music separate from the Production.
  - Use of the Production in a consumer product made available for sale to the public (e.g., toys, greeting cards, etc.), other than the sale of a licensed Production such as a DVD or digital download or stream of the Production.
  - Use of the Music as a sample or in a derivative work.
  - Use of the Music in or as part of a Non-Fungible Token or part of digital currencies now known or hereafter devised.
  - Use of Music in any content created by an Agency of Record (AOR).