

AllTrack Terms of Use

Welcome to the AllTrack "Terms of Use".

These Terms of Use by and between AllTrack Performing Rights LLC ("AllTrack"), a Delaware limited liability company, and the party referenced in the Agreement ("Licensee"), together with any of the following applicable documents – Music Licenses, Fee Schedules, Licensee Information Forms, Reporting Forms, Invoices – and any other applicable Schedules, Attachments, Addenda or Exhibits (collectively comprising the "Agreement" or "Music License"), constitute a binding agreement between AllTrack and Licensee, and set forth the terms and conditions pursuant to which Licensee may publicly perform ("use" or "play") Music. Capitalized terms not defined herein shall have the meanings ascribed within the aforementioned documents collectively comprising the Agreement.

1. GRANT, DESCRIPTION AND LIMITATION OF RIGHTS

As of the Start Date and throughout the Agreement Term, AllTrack grants to Licensee a non-exclusive right to play, in whole or in part, any and all musical compositions (works) in the Territory for which AllTrack is authorized to license the music publishing right of public performance ("Music"), solely as specified within the Music License.

The grant herein is limited exclusively to the aforementioned rights, solely for public performances in the United States of America and its commonwealths, territories and possessions, including the Commonwealth of Puerto Rico (collectively the "Territory"). Licensee shall not authorize, grant or license to another party, or otherwise commercially exploit the right to publicly perform any Music by any means or method. The grant herein excludes performances of Music which are authorized by AllTrack pursuant to any other AllTrack license agreement, music associated with "Grand Rights" (musicals, plays, revues, operas or ballets) and the sound recording rights embodying the works in the AllTrack repertory. This grant of rights does not convey any rights, express or implied, other than those expressly granted by the Agreement. All rights not expressly granted to Licensee are reserved by AllTrack.

2. AUTHORITY AND E-SIGN CONSENT

You hereby acknowledge and agree that you, as the individual entering into this Agreement on behalf of Licensee, represent that the information that you are providing in connection with this Agreement is true and complete, that you have the full right, power, authority and approvals to enter into this Agreement on behalf of Licensee, and that your agreement to this Music License constitutes Licensee's intent to be bound by its terms and to promptly pay all fees and other applicable amounts payable (if any). If you are submitting your agreement hereto electronically, you acknowledge and agree that it shall satisfy any legal requirement that signatures of Licensee and AllTrack be in writing. You are advised to maintain copies of electronic documents, confirmations and communications by printing a paper copy or saving an electronic copy.

3. CONDITIONS

Licensee shall not grant to or authorize any subsidiary, parent, affiliate or third party the right to publicly perform the Music, regardless of means of transmission, without a valid AllTrack license or AllTrack's written consent.

4. LICENSE FEE

With respect to the rights granted herein, you agree to pay an amount to AllTrack for the right to publicly perform (play) the Music (the "License Fee"), calculated and payable in accordance with the applicable Fee Schedule(s). You agree that your use of Music is accurately represented in this Agreement, that upon entering into this Agreement you will have secured the appropriate type of AllTrack license(s) for your business or entity and use of Music, and that you will notify AllTrack immediately in writing if your use of Music changes in a manner that would require incremental License Fees under this Agreement, or additional AllTrack Music Licenses or alternative types of AllTrack Music Licenses. All payments of License Fees hereunder are non-refundable and subject to late fees of 1.75% per month (or, if less, the maximum rate allowable by law), including reasonable collection agency and attorneys' fees.

You agree that AllTrack may inquire directly of you from time to time about your use of music or verify your use of music through independent sources. You further agree to provide sufficient evidence, upon written request of AllTrack, to verify the accuracy of inputs used to determine your AllTrack license types and fees, and to permit

AllTrack to inspect your books and records as related to any musical aspects of your business or entity. If such inquiry or verification results in a requirement for incremental License Fees, you hereby authorize AllTrack to immediately adjust the License Fees in accordance with the appropriate Fee Schedule(s) then in effect, to retroactively account for any non-permitted usage from the date the License Fees would have originally been due. If such inquiry or verification results in a requirement for incremental License Fees in excess of 10% of what the Licensee Fees were for the period under review, you hereby authorize AllTrack to immediately adjust the License Fees to include a finance charge of 1.75% per month (or, if less, the maximum rate allowable by law) on the underpaid balance from the date it would have originally been due plus reasonable investigation, collection agency and attorneys' fees.

Notwithstanding anything to the contrary, AllTrack may make changes to the Fee Schedule(s); provided, that in the event of a change to a Fee Schedule that goes into effect other than on January 1 of any year, AllTrack must provide written notice of such change to Licensee, after which Licensee shall have thirty (30) days to terminate this Agreement effective as of the date such change is to take effect by providing written notice as specified herein, with reference to this provision as the basis for such termination.

5. BILLING

Licensee acknowledges and agrees that AllTrack may automatically bill and charge Licensee as the Licensee Fee becomes due for the ongoing right to play Music as specified herein. If Licensee wishes to disable the automatic payment feature, Licensee may provide AllTrack notice accordingly as specified within the notification provisions herein. AllTrack's inability to successfully complete a transaction using the payment information in its possession does not relieve Licensee of its obligation to timely satisfy the License Fee due and payable. Notwithstanding anything to the contrary, AllTrack reserves the right to terminate this Agreement immediately without notice if the License Fee is not received by AllTrack by the required payment date.

6. CONFIDENTIALITY

During the Term of this Agreement, "Confidential Information" shall mean this Agreement and any proprietary and confidential information disclosed, in the course of and during the Agreement Term, by one Party (the "Disclosing Party") to another Party (the "Receiving Party"). Confidential Information will be kept confidential by the Receiving Party and will not be disclosed to any other person; provided, however, that each party may disclose Confidential Information of the other to its affiliates, employees, officers, directors, agents, prospective or existing financing sources and subcontractors ("Representatives") who have a need to access and/or use the Confidential Information in order to perform or exercise such party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than as provided under this Agreement. The Receiving Party shall use the same care and discretion to avoid disclosure, but in no event less than a reasonable degree of care and discretion, as it uses with its own similar information that it does not wish to disclose.

The term Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives (as defined below) in violation of the terms hereof; (ii) To the extent permissible by law, is or becomes available to the Receiving Party or any of its Representatives on a non-confidential basis from a source that is not known to the Receiving Party to be prohibited by a contractual, legal, or fiduciary obligation to the Disclosing Party from disclosing such information to the Receiving Party; (iii) is independently developed, conceived, or discovered by the Receiving Party or its Representatives; or (iv) is already known to the Receiving Party or any of its Representatives prior to disclosure of the same to the Receiving Party or its Representatives by the Disclosing Party or the Disclosing Party's Representatives.

7. INTENTIONALLY OMITTED

8. TERMINATION AND BREACH

Either party may terminate this Agreement by providing written notice to the other party no later than 30 days prior to expiration of the Agreement Term. Termination of the Agreement shall not relieve Licensee of its obligation to pay any remaining License Fees due, including License Fees for the period in effect at the time a notice of termination is provided.

In the event of a breach of this Agreement by either party, either party may terminate this Agreement by providing 30 days written notice to the other, during which period the breach may be cured. If the breach has not been cured

during such 30-day period, this Agreement shall expire; provided, however, that AllTrack shall have the right to terminate this Agreement immediately without notice upon (i) any change in law, decree or other regulation that would have a materially adverse impact to AllTrack's operations or costs, (ii) filing of a petition for bankruptcy with respect to Licensee, or (iii) Licensee declaring or becoming insolvent. AllTrack shall retain any remedies available to it under this Agreement beyond termination.

9. NOTICES AND COMMUNICATIONS

Notices to AllTrack must be sent in writing (in English) to 324 S. Beverly Dr., Suite #523, Beverly Hills, CA 90212, or if sent via email, to legal@alltrack.com. Physical notices will be deemed to have been fully given when delivered in person or five days after deposit with a reputable overnight courier service.

AllTrack and its affiliates may provide you with certain communications, notices, agreements, statements, or disclosures in writing ("Communications") in connection with this Agreement. This Agreement hereby confirms your ability and consent to receive Communications electronically from AllTrack and its affiliates, rather than in paper form, in our relationship with you. Under this consent, AllTrack may provide Communications directed to the latest contact information in this Agreement or maintained by Licensee in its AllTrack account, or for all matters other than a notification of a breach of the Agreement, by making the Communications available via AllTrack websites or applications accessible by Licensee. Communications are deemed delivered on the date sent or made available on AllTrack websites or applications accessible by Licensee and include, but are not limited to (1) agreements, terms and policies related to use of the Music, (2) financial transaction authorizations, invoices, receipts and/or confirmations, (3) account statements and history, and (4) fee drivers and requests for reporting. Licensee is responsible for maintaining a valid email address, physical address and phone number on file with AllTrack through the later date on which it uses the Music or has an outstanding balance payable to AllTrack.

10. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Venue for any action or proceeding arising under this Agreement shall be in a court of competent jurisdiction in Fayette County, Kentucky.

11. DISPUTE RESOLUTION

To the extent permissible by law, disputes arising in connection with this Agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its prevailing rules then in effect. The arbitrator(s) will be selected as follows: AllTrack and Licensee shall each have the right to appoint one arbitrator by written notice to the other. If within 10 days following the delivery of such notice by either party the other shall not appoint an arbitrator by written notice, the first arbitrator shall be the sole arbitrator. If two arbitrators are appointed, these arbitrators shall appoint a third arbitrator. If the two arbitrators are not able to agree upon a third arbitrator within 10 days of the appointment of the second arbitrator, then either of AllTrack or Licensee may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on both parties. Costs, expenses and reasonable attorneys' fees of arbitration shall be borne by the unsuccessful party. Judgment may be entered in New York State Supreme Court or any other court having jurisdiction. Any disputes, and associated awards or resolutions, shall be considered Confidential Information.

12. GENERAL

AllTrack shall have the right to immediately remove any Music from its repertory at its sole discretion to the extent there is an inquiry, dispute or investigation regarding the right of AllTrack to license such Music.

You agree to notify AllTrack within 30 days of receipt of any claim of alleged infringement made against you with respect to your performance of Music.

This Agreement and the rights and obligations herein are not transferrable or assignable by Licensee without the prior written consent of an officer of AllTrack.

License Fees are exclusive of any taxes unless otherwise specified on the invoice as tax inclusive. You must pay any applicable sales, gross receipts, value added, goods and services, and other transaction taxes, fees, charges and surcharges, and any regulatory cost recovery surcharges or similar amounts that are owed under or in connection with this Agreement and which we are permitted to collect from you under applicable law. You are responsible for all other taxes that you are legally obligated to pay including any taxes that arise on the provision of services or

distribution of products to your customers, subscribers and affiliates. AllTrack is responsible for all taxes based on our net income, gross receipts (imposed in lieu of taxes on income or profits), or taxes on our property ownership.

The terms of this Agreement shall be subject to AllTrack's standard practices and procedures in effect as of the date of this Agreement and as they may be updated, modified or supplemented from time to time. We may modify the terms herein in our sole discretion, which terms shall be made available on alltrack.com or one of its subdomains. You are responsible for periodically checking for changes and are bound by them by continuing to use the Music or any electronic services made available by AllTrack.

You agree not to disparage, degrade or bring AllTrack (or any of its affiliated writers or publishers or its employees or contractors) into public disrepute, contempt, scandal or ridicule, and not to shock, or otherwise insult or offend the community in a manner that would cause harm to AllTrack.

This Agreement is subject to our state general license disclosures.

All covenants, agreements, representations and warranties made in this Agreement, shall survive any termination or expiration of this Agreement or discontinued use of the Music by you.

13. ENTIRE AGREEMENT; NO IMPLIED TERMS

Each party acknowledges and agrees that this Agreement supersedes any other exchanges between the parties, whether written or oral, and no additional terms are or may be implied. The headings contained in this Agreement are for convenience of reference only, are not to be considered a part of this Agreement, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement. In the event these Terms of Use conflict with any other terms that collectively comprise this Agreement, the Terms of Use shall prevail. Failure to enforce any provision of this Agreement will not constitute a waiver. If part of this Agreement is declared void by a court of competent jurisdiction, the remaining parts shall continue to be binding and shall have the same force and effect as if the void part were deleted from this Agreement.



2025 Fee Schedule Municipalities / Local Government Entities

This Fee Schedule sets forth the License Fees payable for the public performance (“use” or “play”) of Music at Licensee’s Locations and Events (each as defined in Section 4). This Fee Schedule is hereby incorporated by reference to the Terms of Use and all capitalized terms that are not defined herein shall have the meanings ascribed within the Terms of Use.

1. LICENSE FEE

Payment of the appropriate annual License Fee authorizes the unlimited use of Recorded Music and Live Music during the Agreement Term, solely at a Location and/or in connection with an Event (subject to Section 5).

Table 1.1 Rate Card

Population Range	Annual License Fee
Up to 25,000	\$281
25,001 - 50,000	\$395
50,001 - 75,000	\$751
75,001 - 100,000	\$946
100,001 - 125,000	\$1,204
125,001 - 150,000	\$1,523
150,001 - 175,000	\$1,731
175,001 - 200,000	\$1,957
200,001 - 225,000	\$2,181
225,001 - 250,000	\$2,434
250,001 - 300,000	\$2,895
300,001 - 350,000	\$3,349
350,001 - 400,000	\$3,766
400,001 - 450,000	\$4,213
450,001 - 500,000	\$4,611
<i>Plus \$299 for each additional Population Range of 50,000 over 500,000</i>	

The License Fee for the upcoming annual period shall be determined based on Licensee's Population (per Table 1.1 above).

Effective each January 1st, the Rate Card (per Table 1.1 above) for purposes of determining the annual License Fee for the upcoming Renewal Term shall be adjusted by the increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U), or by 5%, whichever is greater.

2. LICENSE FEE TERM & PAYMENT

This Agreement shall commence on the Music use start date set forth in the Music License (the “Start Date”) and continue for a period of one year (the “Initial Term”). Thereafter, the term of the Agreement shall automatically renew annually (each renewal period a “Renewal Term” and the Initial Term plus all Renewal Terms collectively, the “Agreement Term”).

License Fees for the Initial Term are due upon execution of the Agreement. License Fees for Renewal Terms will be due as of the first day of each Renewal Term.

3. REPORTING REQUIREMENTS



For each Renewal Term during which United States census data has been updated (i.e. every 10 years), you agree to report to AllTrack the revised Population of Licensee using the Reporting Form or online application made available to you by AllTrack, provided, however that if Licensee's Population tier within the Rate Card has not changed, no reporting will be required. Reporting in connection with a change in Population is due to AllTrack no later than 30 days prior to the first date of each applicable upcoming Renewal Term.

4. DEFINITIONS

Event. A gathering of Attendees for a limited duration of time that is solely conducted, controlled, promoted, presented or sponsored by Licensee whereby no third party directly shares or participates in any gross revenue or proceeds of the gathering, during which Live Music or Recorded Music is publicly performed. Events shall include (subject to Section 5) competitions and games (non-professional), concerts, dances, exercise classes, fairs, festivals, pageants, parades, social events and shows.

License Fee. The amount payable by Licensee to obtain the right of public performance for Music played at the Locations and Events.

Live Music. Music that is performed in person by bands, solo musicians, singers/vocalists, instrumentalists, DJs, karaoke or other similar persons (including live performances via holographic transmission).

Location. A location or premises solely owned, leased, or operated by Licensee whereby no third party directly shares or participates in any gross revenue or proceeds of the operations conducted at the location or premises. Locations shall include (subject to Section 5) amphitheaters, auditoriums, community and civic centers, government offices, hospitals, libraries, parks, parking lots, police and fire stations, swimming pools, recreational facilities, streets and zoos.

Population. The number of people that reside in Licensee's municipality or local geographic area of governance, as per the most recent United States census.

Recorded Music. Music that has been previously captured and recorded that is played (streamed, broadcast, transmitted, retransmitted, etc.) via any device including, but not limited to, a digital streaming device (phone, tablet, desktop, laptop, smart TV, virtual reality hardware, augmented reality hardware, infotainment device, or other internet-connected device), background music device, TV or other audiovisual device, gaming machine or console, radio, jukebox or other device that enables the playback of digital media, CDs, tapes, records, DVDs, videotapes or other similar media.

5. EXCLUSIONS

Notwithstanding anything to the contrary herein, an AllTrack license obtained in connection with this Fee Schedule excludes the right to play Music in connection with any of AllTrack's other Fee Schedules, as determined in AllTrack's sole discretion, including but not limited to AllTrack's Fee Schedules for "Airports", "Amusement, Theme & Water Parks", "Colleges & Universities", "Sports Teams (Professional)" and "Stadiums, Arenas & Concert Venues – Greater Than 2,000 Seats".



Music License

AllTrack Performing Rights LLC
324 S. Beverly Dr., Suite 523
Beverly Hills, CA 90212
www.alltrack.com

Your Contact
Hamish Brown
licensing@alltrack.com
(424) 378-5684

Account # 110643
Licensee Lexington Fayette Urban County Government
Contact Sandra Lopez
Contact Email slopez@lexingtonky.gov
Address 200 E Main Street
City, State, Zip Lexington, KY 40507
Billing Email slopez@lexingtonky.gov
Start Date Date of LFUCG Resolution Enactment
Due Date Upon execution

Table with 2 columns: Description, Amount. Row 1: Annual License Fee - Lexington Fayette Urban County Government, \$ 3,349.00. Row 2: Effective date upon passage of LFUCG Resolution enactment. Row 3: BALANCE DUE \$ 3,349.00

Terms

This License is governed by the AllTrack Terms of Use available at licensing.alltrack.com/tou/municipalities. By signing below, you acknowledge and agree that you are authorized to enter into this License on behalf of Licensee and that you have read, understand, agree and will comply with the Terms of Use. This License is hereby incorporated by reference to the Terms of Use and all capitalized terms that are not defined herein shall have the meanings ascribed in the Terms of Use.

Licensee Signature Linda Gorton
Printed Name Linda Gorton
Title Mayor
Date
AllTrack Signature David Derryberry
Printed Name David Derryberry
Title Head of Licensing Operations
Date 12/10/24

To pay by phone: (424) 255-1637

Please make checks payable to AllTrack Performing Rights LLC with reference to your account number.
To pay by ACH, please contact your AllTrack representative for account information and payment instructions.

Detach and return this portion with your payment if paying by check or credit card.

Account # 110643
Lexington Fayette Urban County Government
200 E Main Street
Lexington, KY 40507



Form for credit card payment with fields for Card Number, Exp Date, Security Code, and Signature.

Make checks payable and remit to:
AllTrack Performing Rights LLC
324 S. Beverly Dr., Suite 523
Beverly Hills, CA 90212

Due Now: \$ 3,349.00

Payment Amount: \$



Licensee Information Form

Please provide the following information regarding the party obtaining an AllTrack performance license. If you have any questions, please direct them to licensing@alltrack.com or (424) 255-1637.

Licensee *(party seeking music license)*

Lexington-Fayette Urban County Government
(Municipality / Local Government Entity Name)

200 E. Main St. - Attn: Dept. of General Services
(Street Address)

Lexington
(City)

KY 40505
(State) (Zip)

www.lexingtonky.gov
(URL)

Sandra Lopez
(Contact Name)

859-425-2230
(Phone)

slopez@lexingtonky.gov
(Email)

Billing *check here if all billing information is the same as above*

(Billing Street Address)

(City)

(State) (Zip)

(Contact Name)

(Phone)

Invoice Preference

- Digital
- Paper
- Both

(Email)

Comments *(Optional: please provide any comments that may assist with processing your license)*

Agreement effective date begins on LFUCG Resolution enactment date.

Form Completed By

Sandra Lopez
(Name)

859-425-2230
(Phone)

slopez@lexingtonky.gov
(Email)

12-1-2024
(Date)



ALLTRACK
Performing Rights

Schedule 2 to Music License

Reporting Form

Municipalities / Local Government Entities

Form Submissions / Questions

licensing@alltrack.com
(424) 255-1637

FORM OVERVIEW

Please provide the information required below and submit your completed form by email to licensing@alltrack.com. Capitalized terms not defined herein shall have the meanings ascribed within the Fee Schedule. This form is hereby incorporated by reference to the Music License.

Licensee Name (legal)	<u>Lexington Fayette Urban County Government</u>
Licensee Population	<u>320,154</u>
License Start Date	<u>Effect on LFUCG Resolution enactment date</u>
Form Completed By:	
Individual Name	<u>Sandra Lopez</u>
Title/Role	<u>Administrative Officer Senior</u>
Email	<u>slopez@lexingtonky.gov</u>
Phone	<u>859-425-2230</u>
Date	<u>12/01/24</u>