

Confidential Information

PAL PROGRAM LICENSE AGREEMENT

This PAL Program License Agreement (“Agreement”), effective as of _____, 201_ (“Effective Date”), is made and entered into by and between the **Recording Industry Association of America** (hereinafter “RIAA”) and _____ (hereinafter “Licensee”) (each a “Party” and collectively the “Parties”).

INTRODUCTION

- A. The RIAA administers the voluntary parental advisory label (“PAL”) program.
- B. Licensee desires to license a RIAA trademark related to the PAL program, in accordance with the terms and conditions set forth herein.
- C. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. **Basis for License.** RIAA is the owner of the certification mark attached to this Agreement as Attachment 1 (the “Logo”). As more fully described in the RIAA Parental Advisory Logo Standards (the “Standards”), the Logo indicates the presence in sound recordings of strong language or depictions of violence, sex, or substance abuse to such an extent as to merit notification. Strong language or depictions of violence, sex, or substance abuse to such an extent is referred to herein as “PAL Content.” The current version of the Standards is attached to this Agreement as Attachment 2 and available at http://www.riaa.com/toolsforparents.php?content_selector=parental_advisory#paladvisorylogostandards. Licensee wishes to use the Logo in relation to the labeling, marketing, distribution, or performance of sound recordings, either as embedded in a physical product or as distributed via a digital distribution platform (“Permitted Uses”). The RIAA will authorize the use of the Logo, subject to the terms and conditions set forth below and in the Standards.

2. **Grant of License.** Subject to the terms and conditions herein, RIAA hereby grants Licensee a non-exclusive, non-transferable, non-sublicensable (except as expressly provided for in Section 2(a) of this Agreement), royalty-free limited license during the Term to use, reproduce, display, and distribute the Logo solely for Permitted Uses and pursuant to the then current version of the Standards, or as otherwise agreed to in writing by RIAA.

(a) **Limited Sublicense Right.** Licensee shall be free to sublicense the license granted pursuant to Section 2 of this Agreement to Licensee’s corporate affiliates and agents utilized by Licensee to use, reproduce, display, and distribute the Logo as described herein; provided, however, that Licensee shall remain liable for any act and/or omission of Licensee’s corporate affiliates or agents that would be considered a breach of this Agreement if undertaken by Licensee.

3. **License Restrictions.** Licensee acknowledges and agrees that it obtains no intellectual property rights or licenses with respect to the Logo except for the limited rights and license expressly granted to Licensee pursuant to this Agreement. Without limiting the foregoing, except for the rights expressly granted to Licensee pursuant to this Agreement, RIAA does not grant to Licensee, and hereby expressly retains, all of its rights, title, and interest in and to the Logo.

Licensee: _____

Date: _____

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Licensee acknowledges that RIAA owns all right, title and interest in and to the Logo within the United States and its territories, and agrees that it will do nothing to challenge or undermine such ownership, including applying to register the Logo or any confusingly similar variations thereof as trademarks, service marks, domain names, or business names with any governmental agency, tribunal or other entity anywhere in the world. All use of the Logo shall inure to the benefit of RIAA.

Licensee acknowledges that RIAA makes no representation or warranty of the validity or legal recognition of the Logo outside of the territory of the United States.

Licensee will not (i) use the Logo in a manner that disparages or tarnishes the Logo or the reputation or good will of RIAA, or that could reasonably be expected to do so; (ii) modify the Logo, except as expressly approved in writing in advance by RIAA; or (iii) combine the Logo with any other marks or create composite marks. Licensee will have no right to sell, license, or otherwise transfer any rights in the Logo to any third party, except as explicitly stated in Section 2(a) of this Agreement, or to use or reproduce the Logo in any manner not consistent with the terms and conditions of this Agreement.

RIAA shall have the sole right and discretion to bring proceedings alleging infringement of its Logo or other claims related thereto, including unfair competition claims; provided, however, that Licensee agrees to provide RIAA with Licensee's full cooperation and assistance with respect to any such proceedings.

4. **Compliance with Standards.** Licensee agrees that as a condition of the license granted pursuant to Section 2 of this Agreement, Licensee shall at all times comply with the then current version of the Standards, currently available at http://www.riaa.com/toolsforparents.php?content_selector=parental_advisory#paladvisorylogostandards, including, but not limited to, those aspects of the Standards related to the designation or labeling of PAL Content in sound recordings. Licensee acknowledges that RIAA shall be free to modify the Standards at any time for any reason. RIAA agrees to use commercially reasonable efforts to provide Licensee notice of any such modifications; provided, however, that Licensee shall be responsible for reviewing the publicly available Standards for any modifications.

(a) Notwithstanding the foregoing, if RIAA modifies the Standards, Licensee shall have one hundred twenty (120) days from the date of any such modification ("Modification Date") to comply with the then current Standards. The date one hundred twenty (120) days from the Modification Date shall be considered the "Compliance Date." Notwithstanding the foregoing, any such modification to the Standards shall not apply to any physical product in which a sound recording is embedded that is manufactured prior to the Compliance Date.

5. **Logo Notification.** Upon RIAA's reasonable request, Licensee will notify RIAA of its use of the Logo in connection with packaging for sound recordings embodied in a physical product (*e.g.*, CDs, DVDs, etc.) and provide a copy of each such physical product and its packaging with the Logo thereon within seven (7) days of release.

6. **Term of License and Termination.** Unless terminated earlier as set forth herein, the term of this Agreement shall commence on the Effective Date and continue in full force and effect until terminated as set forth herein (the "Term").

Licensee: _____

Date: _____

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(a) **Termination by Either Party.** Either Party may terminate this Agreement at any time by giving the other Party thirty (30) days' advance written notice of such termination.

(b) **Effect of Termination.** No later than one hundred twenty (120) days following the termination of this Agreement ("Post-Term Date"), Licensee shall (i) cease all future use, reproduction, display, or distribution of the Logo; provided, however, that Licensee shall be free to use, display, or distribute the Logo on any physical product in which a sound recording is embedded that is manufactured prior to the Post-Term Date; and (ii) either destroy or return to RIAA any RIAA materials provided to Licensee during the Term related to this Agreement. Notwithstanding the foregoing, in the event that RIAA terminates this Agreement due to a breach by Licensee of Sections 2, 3, or 4 of this Agreement, Licensee shall cease use of the Logo as of the effective date of such termination, unless otherwise specifically agreed to in writing by RIAA. For purposes of clarification, Licensee agrees that any use of the Logo following the Post-Term Date pursuant to this Section 6(b) shall be subject to the terms and conditions of this Agreement.

(c) **Survival.** Sections 3, 6(b), 6(c), 7, 8, 9, and 10 shall survive the completion or termination of this Agreement.

7. **Indemnification.** Licensee will defend, indemnify, save and hold harmless the RIAA and all RIAA officers, directors, agents, and employees from any and all third party liability claims, demands, causes of action, suits, damages, and expenses (including reasonable attorneys' fees and expenses) (collectively "Actions"), arising out of (i) Licensee's use, reproduction, display, or distribution of the Logo; (ii) a third party on Licensee's behalf use, reproduction, display, or distribution of the Logo or (iii) Licensee's material breach or alleged material breach of this Agreement or non-compliance with the Standards. RIAA shall have the right to participate fully in any such defense. Any compromise or settlement of an Action shall require RIAA's prior written consent, such consent not to be unreasonably withheld or delayed.

8. **Injunctive Relief.** Licensee acknowledges that a violation of this Agreement could cause irreparable harm to RIAA for which monetary damages may be difficult to ascertain or an inadequate remedy. Licensee therefore agrees that the RIAA has the right, in addition to any other rights and remedies, to seek and obtain immediate injunctive relief for a breach of this Agreement. The rights and remedies granted to a Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies that a Party may possess at law or in equity.

9. **Notices.** Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in writing and will be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by confirmed facsimile; (ii) on the delivery date if delivered personally to the Party to whom the same is directed; (iii) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) five business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. In the case of RIAA, such notice will be provided to the RIAA signatory below at: 1025 F Street, NW, 10th Floor, Washington, DC 20004. In the case of Licensee, such notice will be provided to the Licensee signatory below at:

_____.

10. **Miscellaneous.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior agreements between the Parties

Licensee: _____

Date: _____

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concerning such subject matter. This Agreement may be modified or amended only by written agreement of the Parties. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of New York as applied to contracts performed therein. Licensee irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the Borough of Manhattan of the City of New York. Licensee shall not assign or transfer any of its rights or obligations under this Agreement without the written consent of RIAA, except to a successor to that portion of Licensee's business to which this Agreement relates, which successor shall be bound by the terms and conditions of this Agreement. The failure of either Party to enforce any provision of this Agreement will not be construed as a waiver or relinquishment to any extent of any such provision or right; rather, the same will be and remain in full force and effect. In the event that any provision of the Agreement conflicts with the law under which the Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the Parties to the Agreement, (i) such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of the Agreement will remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

RIAA

Victoria Sheckler
Senior Vice President, Deputy General Counsel
RIAA
202-775-0101

Licensee (Individual or Company): _____

(Signature): _____

By (Printed Name): _____

Title: _____

Date: _____

Phone: _____

Fax: _____

E-mail: _____

Licensee: _____

Date: _____

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ATTACHMENT 1

RIAA Logo



Licensee: _____

Date: _____

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ATTACHMENT 2

RIAA Parental Advisory Logo Standards