

WAIVER OF WEBCASTING ROYALTY FEE AND WEBCASTING LICENSE

The undersigned Record Label ("Label") acknowledges that, pursuant to The Digital Millennium Copyright Act of 1998 ("DMCA"), and in particular 17 U.S.C. § 112 (Ephemeral Recordings) and 17 U.S.C. § 114 (Exclusive Rights in Sound Recordings), the Label is entitled to royalty fees from the undersigned Radio and Internet Broadcaster ("Broadcaster") for Internet Broadcasting ("Webcasting" or "Webcast") of the Label's copyrighted sound recordings ("Recordings"). The Label acknowledges that the applicable Webcasting royalty fees are enumerated at 37 C.F.R. § 261.3(2) (Non-CPB, Non-Commercial Broadcaster Performance Royalty).

The Label further acknowledges that pursuant to the DMCA, the Label and the Broadcaster are authorized to negotiate this Waiver of Webcasting Royalty Fee and Webcasting License Agreement ("Agreement").

Notwithstanding the provisions of the DMCA, any Federal Regulations promulgated thereunder, and any other Law, Act, Rule or Regulation, the Label agrees to waive, forgo, and otherwise relinquish any and all claims, whether past, present, or future, that it may have against the Broadcaster for Webcasting royalty fees.

Notwithstanding the provisions of the DMCA, any Federal Regulations promulgated thereunder, and any other Law, Act, Rule or Regulation, the Label agrees to grant the Broadcaster this Webcasting license for any and all of the Label's Recordings, whether or not the Broadcaster complies with the terms set out at 17 U.S.C. § 114(d)(2)(C), including, but not limited to, the requirements that:

- (a) the Webcast does not exceed the Sound Recording Performance Complement as defined at 17 U.S.C. § 114(j)(13);
- (b) the Broadcaster does not publish, or cause, induce or facilitate publication, by means of an advance program schedule or prior announcement, the titles of specific Recordings, the phonorecords embodying such Recordings, or the names of the featured recording artists to be Webcast; and the Webcast.

As consideration for this Agreement, the Broadcaster shall encode each and every Webcast in such a way that the Label's Recordings cannot be digitally cloned. Broadcaster and the Label agree that preventing digital copies of the Label's Recordings will help prevent the unlicensed dissemination of the Label's Recordings.

As further consideration for this Agreement, the Broadcaster shall maintain written records of all Webcast and Broadcast programs and playlists.

The Broadcaster further agrees that it has no claim or right to the Label's Recordings other than its right to Webcast and Broadcast the Label's Recordings.

Nothing in this Agreement is to be construed as a waiver of any other claim or right that the Label may have against any other entity for royalties, fees, compensation, damages, or any other relief, whether legal or equitable, and whether past, present or future, pursuant to the DMCA, any Federal Regulations promulgated thereunder, or any other Law, Act, Rule or Regulation governing the Label's Recordings.

This Agreement applies to the Label and the Broadcaster, including, without limitation, their officers, directors, parents, subsidiaries, divisions, affiliates, employees, agents, representatives, successors and assigns.

If at any time during the term of this Agreement, the Label wishes to terminate the Agreement, the Label will provide 60 days written notice to the Broadcaster, and this Agreement shall automatically terminate as of the end date of the 60-day notification period.

Print Name _____ from (Label) _____

Signature _____

For **KPFA**

Name: _____ Signature: _____