



RIGHT ON CUE SERVICES

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PRODUCTION SCORE MUSIC LICENSE AGREEMENT

This Production Score Music License Agreement (this "Agreement") is entered into by and between the party listed below as the "Customer" (sometimes also referred to as "you" or "your") and RIGHT ON CUE SERVICES, LLC ("ROCS"). In consideration of the mutual covenants described in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

Customer:

Randolph High School
Attn: David Imhof
Address: 511 Millbrook Ave
Randolph, NJ 07869
Phone: _____
Fax: _____
E-Mail: dimhof@rtnj.org

Effective Date: September 29, 2014

Termination Date: March 14, 2015

Production Title: Curtains

Licensed through: TRW

ROCS Account No.: RANH-001

ROCS Contract No.: 14T-4420

INSTALLATION INFORMATION

Dates of Shipment: upon receiving of signed contract

Two authorization codes will be provided to the customer: one primary code for the director and one secondary code that can be distributed to the cast and crew of this production. Each member of the cast and crew of this production may download one copy of Show|Ready and use the authorization code to activate Show|Ready during the dates specified on page 1 of this agreement. A mobile non-editable version of Show|Ready is available from the iTunes App Store for \$2.99. All licenses and authorizations of Show|Ready will expire at the end of the specified term.

Show|Ready may be downloaded at: <http://rightoncueservices.com/index.php/rocs-downloads>
Or on you iOS device at: <https://itunes.apple.com/us/app/show-ready/id686687677?mt=8>

Show|Ready is for Rehearsal purposes only. You are not authorized to use Show Ready for Performances.

ROCS BILLING CREDITS

Please include the following credit in the program or playbill for the Production:

Rehearsal Tracks & Software provided by Right On Cue Services
www.RightOnCueServices.com

ACCEPTANCE

By signing below, and effective as of the Effective Date above, you agree that you have read and that you understand the terms and conditions set forth in this Agreement, including those set forth in the TERMS AND CONDITIONS, below, and you agree to abide by the terms and conditions contained herein and in any and all attached Schedules and Addenda.

PRINT YOUR NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

DAYTIME TELEPHONE _____

EMAIL _____

Please sign and return this contract to ROCS by Fax, Email, or Mail using the information at the top of page 1 of this contract.

TERMS AND CONDITIONS

This Agreement is subject to the following terms and conditions:

1. **SCOPE OF THE AGREEMENT.** ROCS creates and licenses its proprietary sequenced musical tracks (the "Show|Ready") to Customers for use in producing the play, show, or other scored performance described on Page 1 and Page 2 hereof (the "Production"). Customer must obtain all necessary licenses to produce, perform, and market the performance of the Production and to use and perform the music for the Production, including any music to be created, recorded and sequenced by ROCS.
2. **TERM.** The term of the Agreement and the duration of your license to use the Show|Ready specified herein will begin on the Effective Date and will expire on the Termination Date (the "Term").
3. **RESTRICTIONS ON USE OF SHOW|READY.** Under no circumstances will you copy, publish, modify, transmit, perform, reuse, post, display or otherwise distribute any Show|Ready, in whole or in part, for public or commercial purposes, or modify, translate, alter or create any derivative works thereof, unless specifically authorized under this Agreement. You further agree that you will not use, and that you will not facilitate use of, the Show|Ready, in any manner that may give a false or misleading impression, attribution, or statement as to ROCS, the Show|Ready, or any third party.
4. **DESTRUCTION OF SHOW|READY AT TERMINATION.** On the termination date Show|Ready's license will expire. You must then delete or uninstall the Show|Ready delivered to you pursuant to this Agreement. Your license to use the Show|Ready terminates on the Termination Date and you do not have permission to use, store, perform, or transfer the Show|Ready following the Termination Date.
5. **OWNERSHIP AND STATUS OF THE SHOW|READY.** The Show|Ready are owned or licensed by ROCS, and will continue to remain the property of ROCS and its licensors at all times, regardless of the manner in which you use, perform, or integrate the Show|Ready. You will immediately advise ROCS of any claim, levy, lien, or legal process issued in connection with your use of Show|Ready. All work, information, computer files, sequenced files, and/or all other related materials or creations developed by you through use of the Show|Ready ("Inventions"), or any component thereof, will be the sole property of ROCS, and you hereby assign to ROCS all right, title, and interest in and to all such Inventions.
6. **LICENSE.** Subject to the terms and conditions of this Agreement, ROCS hereby grants to Customer a limited, non-exclusive, personal, non-transferable, non-sublicenseable license to use the Show|Ready solely in connection with the Production identified on Pages 1 and 2 of this Agreement during the Term. The license grant of this Paragraph 6 shall terminate on the Termination Date. **CUSTOMER WILL NOT RENT, LEASE, SUBLICENSE, SELL, ASSIGN, LOAN, OR OTHERWISE TRANSFER THE SHOW|READY OR ANY OF YOUR RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.** You will not remove or destroy any copyright notices or other proprietary markings. You will not modify or adapt the Show|Ready, or create derivative works based on the Show|Ready. Except as authorized in this Agreement, you will not use, copy, or distribute the Show|Ready without ROCS express written permission. Except for those rights expressly granted in this Agreement, no other rights are granted, either express or implied, to Customer. ROCS owns or licenses all intellectual property rights in and to the Show|Ready.
7. **REPRESENTATIONS AND WARRANTIES.** Customer represents and warrants as follows: (a) you have obtained all necessary licenses, rights, and permissions to the Production and to use the score for the Production, and that said licenses, rights, and permissions allow you to use the score for the purposes contemplated in this Agreement, including the recording and sequencing of the score by ROCS; (b) You have provided a copy of the license agreement for the score to ROCS prior to the beginning of the Term (c) the information set forth in Page 1 and Page 2 hereof is true and correct, (d) You are authorized to enter into this Agreement and this Agreement is binding on and enforceable against you. **ROCS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ROCS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE. ROCS DOES NOT WARRANT AGAINST INTERFERENCE WITH THE USE OR ENJOYMENT OF THE ROCSTRACK(S) OR AGAINST INFRINGEMENT. ROCS DOES NOT WARRANT THAT THE SHOW|READY ARE ERROR-FREE OR THAT THEIR USE WILL BE UNINTERRUPTED.**
8. **LIMITATION OF LIABILITY.** (a) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ROCS WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SHOW|READY, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF ROCS IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING; (b) UNDER NO CIRCUMSTANCES WILL ROCS' TOTAL LIABILITY OF ALL KINDS, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT

PAID BY YOU TO ROCS UNDER THIS AGREEMENT (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION); (c) THIS PARAGRAPH 10 ALLOCATES THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES, WHICH IS REFLECTED IN THE PRICING OFFERED BY ROCS TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

9. **LIABILITY AND INDEMNITY.** YOU ASSUME ALL RISK AND LIABILITY FOR ANY AND ALL USE OR LOSS OF THE SHOW|READY. You are responsible for, and assume all liability for, and will indemnify and hold ROCS harmless from and against, any and all costs, losses, damages, attorneys' and expert fees and out of pocket expenses resulting from any and all of the following: (a) failure to obtain all necessary licenses, rights, or other permissions for use of the Production or the score used to create the Show|Ready, as contemplated under this Agreement; (b) failure to make a required payment under this Agreement; and (c) any cause of action, allegation, loss, damage, obligation, or any other claim of any third party resulting from any one or more of the foregoing (a) through (c) and/or your breach of any term or condition of this Agreement.
10. **BREACH.** The occurrence of any of the following will constitute breach of this Agreement: (a) failure to make any required payment under this Agreement when due; (b) violation of any other provision that is not corrected within 4 days after written notice of the violation is sent to you; (c) your insolvency or bankruptcy and/or the subjection of any of your property to any levy, seizure, assignment, application or sale for or by any creditor or government agency. If you are in breach during this Agreement, ROCS may terminate your license to use the Show|Ready immediately, and may also immediately terminate the Agreement. The foregoing remedies are cumulative and are available to ROCS in addition to any and all other rights and remedies that may be available to ROCS at law or equity.
11. **NOTICE.** All notices required or permitted under this Agreement will be deemed delivered when delivered in person or by mail, postage prepaid, addressed to the appropriate party at the address shown for that party noted herein.
12. **ASSIGNMENT.** You will not assign or sublet any right, duty, obligation, or interest in this Agreement or the Show|Ready, or permit the Show|Ready to be used by anyone other than you, without ROCS' prior written consent.
13. **GOVERNING LAW.** This Agreement will be construed in accordance with the laws of the State of Utah. * Venue for and jurisdiction over any legal proceedings initiated in connection with this Agreement will be in the courts of the State of Utah located in Salt Lake City, Utah. The parties hereby expressly consent to the sole and exclusive jurisdiction of such courts. The court costs and reasonable attorneys' fees of the prevailing party in any action, litigation, claim or proceeding relating in any way to this Agreement will be paid by the other party. NOTE: TO BE REVISED TO READ STATE OF NEW JERSEY INSTEAD OF UTAH *
14. **MISCELLANEOUS.** Paragraphs 4, 5, 7, 8, 9, 12, 13 and 14 will survive any expiration or termination of this Agreement. This Agreement, with its Schedules, constitutes the entire agreement between the parties. No modification or amendment of this Agreement will be effective unless in writing and signed by both parties. This Agreement replaces any and all prior agreements between the parties. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision will be severed from the Agreement and the remaining provisions will continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with any other provision of this Agreement. This Agreement is not intended to, and nothing contained in this Agreement will, create any partnership, joint venture, employment, or other similar arrangement among the parties. This Agreement is not for the benefit of any third party, and no third party will have any right or cause of action against any party to this Agreement. This Agreement will inure to the benefit of and be binding on the permitted successors and assigns of the parties.