

**EXHIBIT C**  
**STANDARD TERMS AND CONDITIONS FOR BUSINESS ESTABLISHMENTS**  
**2013 – 2014**

These Standard Terms and Conditions (the “**Standard Terms**”) are hereby incorporated into the MSA to which they are attached. For the purposes of these Standard Terms, the use of MSA will include these Standard Terms and any other exhibits attached to the MSA.

**1. Payments to TPG.**

(a) Method of Payment. Payments to TPG must be in U.S. Dollars and in the form of ACH transfer or credit card.

TPG Vendor Information:

The Playlist Generation, LLC  
530 Molino Street, Suite 107  
Los Angeles, CA 90013  
TIN: 26-2764266

TPG will accept credit card payments from approved Client accounts. A finance charge of 3.35% of the total charged + 0.25 cents applies to each transaction. TPG accepts Visa, Mastercard, Discover and American Express.

(b) Monthly Service Fees. For each month of the Initial Term, TPG will charge the Client the Monthly Service Fees in the amounts set forth in Exhibit B of the MSA. TPG may change the Monthly Service Fees prior to the commencement of a Renewal Term, provided TPG provides JFF and Client with written notice of such increased rates at least 45 days prior to the commencement of the Renewal Term for which such rates are to go into effect.

(c) Timing of Payment/Payment Penalties. Client payment will be processed automatically via ACH transfer or credit card on a monthly basis. In the event the monthly payment is rejected due to Client’s NSF or Client’s failure to provide correct and current payment information, Client shall bear the penalty cost of \$3.95 per failed transaction.

(d) Late Payments. All amounts owed hereunder not paid when due and payable will bear interest from the date such amounts are due and payable at the lesser of (i) one and one-half percent (1.5%) per month and (ii) the maximum allowable rate of interest in the State of California for transactions between sophisticated commercial entities. If any invoices from Client exceed sixty (60) days outstanding from the invoice date, TPG will have the right to suspend all Services upon ten (10) days prior written notice to Client and JFF until all overdue invoices are fully paid.

**2. Support.**

(a) Standard Telephone Support. TPG will provide Client with phone-based technical support 24/7 (“**Live-Support Window**”). The technical support line (“**Support Line**”) will be operated by staff (“**Line Support Staff**”) trained in providing general support for the operation of the Equipment and delivery of the TPG Services.

(b) Access. During any phone based technical support, Client will cooperate fully with TPG and make all necessary and reasonable staff, technical, and other documentation available as requested.

**3. Music Application Integrity and Protection; Ownership.**

(a) Music Application Tampering. Any content stored within the Music Application may be encrypted by or for TPG to prohibit playback on equipment other than the Licensed Equipment. Client is prohibited from tampering with or attempting to access any content stored within, transmitted to or transmitted from the Music Application.

(b) Integrity of Content. Except as permitted in this MSA, Client will not record, edit, reproduce, transmit, retransmit or otherwise perform any sound recordings included as part of the TPG Services, whether through the Licensed Equipment or otherwise, in whole or in part, without the prior written consent of TPG, which consent may be withheld for any reason or for no reason. Client will also not insert into any TPG Services delivered via the Licensed Equipment any content (e.g., audio advertisements) not authorized in writing by TPG. Client acknowledges that the TPG Services and the sequence in which sound recordings are performed as part of the TPG Services is proprietary information of TPG and shall not be recorded, codified in writing or any fixed media or medium, or disclosed to any third party.

(c) Equipment Connection. At all times during the Term Client will ensure that the Licensed Equipment is left in the “On” setting and that the Licensed Equipment is connected to an uninterrupted power source and a live-broadband Internet connection capable of receiving transmissions from TPG 24 x 7 x 365. Client will notify TPG at least 5 business days in advance of any changes to Client’s broadband connection or any audio/visual system equipment. TPG is not responsible for any failure of the Licensed Equipment or interruption to the TPG Service if TPG was not provided with sufficient notice of any changes in Client’s broadband connection or audio/visual equipment.

(d) Ownership. The Music Application shall remain the property of TPG. Nothing herein will give Client any right, title or interest in or to the Music Application other than the limited right to use the Music Application in accordance with the provisions of the MSA.

(e) New Premises. Client may add new premises to Exhibit A upon submission of an amended Exhibit A to TPG. Subject to TPG’s acceptance of an amended Exhibit A, TPG will work to promptly provide TPG Services to any new Client Premises identified in an amended Exhibit A.

**4. Limitations.**

(a) Client Premises Only. The TPG Services may only be made available through the Licensed Equipment within Client Premises or the immediately surrounding vicinity (e.g., a deck or patio attached to the Client Premises).

(b) No Admission Fee; No Dancing. The TPG Services may not be made available in any Client Premises for which an admission fee is charged at the time the TPG Services are performed or at which dancing in conjunction with the TPG Services occurs.

(c) No Health Club Classes. The TPG Services may not be used as an accompaniment to instructed health club classes.

(d) Media Delivery. If any TPG Services are delivered to Client Premises via digital or physical media and not via streaming, such media may be programmed to automatically time-out to comply with applicable license terms. Upon expiration of this MSA, Client must promptly destroy (with written certification of such destruction by an officer of Client under penalty of perjury) or return to TPG, at TPG’s election, any media provided to Client pursuant to this MSA.

(e) Prohibited Locations. The TPG Services may not be made available to any private home, apartment, guest room in a hotel or motel, or other similar location.

**5. Termination and Suspension.**

(a) Mutual Termination. The Parties may mutually agree to terminate the MSA at any time in a writing signed by an officer or authorized representative of each Party.

(b) Termination for Breach. In addition to any other remedy available at law or in equity, either Party may terminate the MSA immediately, without further obligation to the other Party, in the event of a material breach of the MSA by the other Party that is not remedied within thirty (30) days following written notice of such breach. Notwithstanding the foregoing, if Client fails to pay any fees as and when required, in addition to the remedies set forth herein, TPG may, upon ten (10) days prior written notice to Client and JFF, immediately suspend the TPG Services during such period of non-payment.

(c) Suspension. Notwithstanding any other remedies TPG may have under the MSA or at law or in equity, TPG may temporarily suspend all or any portion of the TPG Services: (i) in the event of a security breach of Licensed Equipment; (ii) if required or otherwise directed by a licensor of sound recordings or musical works; (iii) if TPG deems it reasonably necessary to protect the Music Application or third-party content; or (iv) if Client is in material breach of the terms of the MSA and TPG has not yet terminated the MSA, if permitted to do so under these Standard Terms. In the event of a suspension pursuant to (i), (ii) or (iii) above, TPG will issue a credit to Client for the time that the TPG Services were not available.

**6. Representations and Warranties.**

(a) Mutual. Each Party represents and warrants to the other that (i) it has the right, power and authority to enter into this MSA and to perform the acts required of it hereunder; (ii) the execution of this MSA by each such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is a party or by which it is otherwise bound; (iii) when executed and delivered by each such Party, this MSA will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (iv) each such Party acknowledges that TPG makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this MSA.

TPG. TPG represents and warrants that it: (i) is licensed to provide the TPG Services contemplated under the MSA; (ii) has obtained all rights, authorizations and permissions necessary to provide the Music Application and the music programming to Client Premises; (iii) will pay any royalties due for the public performance or reproduction of any musical works or sound recordings delivered via TPG Services through Licensed Equipment in Client Premises; (iv) will perform all of its obligations hereunder in a professional and workmanlike manner; (v) TPG and the TPG Services will comply with all federal, state and local laws, statutes and regulations; (vi) the TPG Services will be free of any and all viruses, Trojan horses, worms, trap doors, lockout devices, software keys, “time bombs,” or any other devices or mechanisms which are intended to halt, disrupt, or sabotage the operation of the TPG Services or the Licensed Equipment, excluding, however, the license key referred to in Section 1(b) above; and (vii) the TPG Services and the Music Application do not infringe or violate any copyrights, patents or other proprietary rights of a third party.

(b) Client. Client represents and warrants that it: (i) will provide the Equipment consistent with the System Requirements outlined in Exhibit E; (ii) will not tamper, damage, destroy, interfere with, or attempt to obtain unauthorized access to the Music Application or any sound recordings reproduced therein without TPG's express written consent; (iii) will not transmit, retransmit, record, or dub the sound recordings and musical works embodied in the TPG Services; (iv) all information provided by Client in any Exhibit is true, complete, and correct; and (v) will not alter the TPG Services as provided by TPG.

#### 7. Indemnification.

(a) Indemnification by Client. Client will indemnify, defend and hold harmless TPG from and against any liability, damage, claim, fee, expense, loss or any litigation cost or related expense (including, but not limited to, reasonable outside attorney's fees) (collectively, "Claims"), arising out of, resulting from, or based upon: (i) any Claim brought against TPG alleging copyright or trademark infringement of any third party directly arising out of Client's transmission, recording, or copying of the musical works and sound recordings not authorized in this MSA; (ii) any Claim for the payment of royalties or fees due copyright owners of musical works, or their respective agents (e.g., ASCAP, BMI and SESAC) directly arising out of Client's breach of Section 4 of the MSA; or (iii) Client's breach of any covenant, representation or warranty contained in the MSA. Indemnification by TPG. TPG will indemnify, defend and hold harmless Client and JFF and their respective officers, directors, members, employees, affiliates, shareholders, agents, successors, representatives, and assigns from and against: (i) any Claim brought against Client or JFF alleging that the musical works and sound recordings transmitted as part of the TPG Services through the Licensed Equipment in Client Premises infringe any copyright or trademark right of any third party; (ii) any Claim for the payment of royalties or fees due copyright owners of musical works, or their respective agents (e.g., ASCAP, BMI and SESAC) for the public performance of any musical works transmitted through TPG Services as authorized in this MSA; or, (iii) TPG's breach of any covenant, representation or warranty contained in the MSA. Notwithstanding anything to the contrary in this paragraph, TPG will have no liability to the extent any alleged infringement arises from (i) alterations to the TPG Services provided through Licensed Equipment in Client Premises, (ii) the use of any TPG Services with any non-TPG approved equipment or in any location not authorized in this MSA, or (iii) the use of the Licensed Equipment in a manner for which it was neither designed nor contemplated.

(b) Conditions on Indemnity. The foregoing indemnification by each party hereto shall be subject to the following: (i) the indemnified party promptly notifies the other party in writing of the claim; (ii) the indemnifying party has sole control of the defense and all related settlement negotiations with respect to the claim, provided, however, that the indemnified party has the right, but not the obligation, to participate at its expense in the defense of any such claim or action through counsel of its own choosing; and (iii) the indemnified party cooperates fully to the extent necessary, and executes all documents necessary for the defense of such claim.

8. Confidentiality. Client acknowledges and agrees that the terms and conditions of this MSA (including, but not limited to, the pricing herein) and any Music Programming delivered via the TPG Services to Client Premises, is confidential and will not be disclosed to any third party without TPG's written approval, except that approval will not be required for Client's disclosure of the terms and conditions of this MSA: (i) to any of its officers, directors, employees or financial and legal advisors with a need to review the MSA for the purpose of advising Client or performing their duties in the ordinary course of business; (ii) pursuant to laws or regulations, such as securities laws; or, (iii) subject to an appropriate non-disclosure agreement, pursuant to a potential merger, asset transfer, consolidation or other reorganization.

1. TPG acknowledges and agrees that the terms and conditions of this MSA (including, but not limited to, the pricing herein) and any business information obtained or delivered via this agreement to TPG is confidential and will not be disclosed to any third party without JFF's written approval, except that approval will not be required for TPG's disclosure of the terms and conditions of this MSA: (i) to any of its officers, directors, employees or financial and legal advisors with a need to review the MSA for the purpose of advising TPG or performing their duties in the ordinary course of business; (ii) pursuant to laws or regulations, such as securities laws; or, (iii) subject to an appropriate non-disclosure agreement, pursuant to a potential merger, asset transfer, consolidation or other reorganization.

2. Client Identification. Upon Client's and JFF's prior written consent, which consent is subject to Client's and JFF's sole discretion, on a case by case basis, TPG will have the right to use the name of Client, including the individual Client Premises, and Client's logos, including trademarked logos, for identification of Client as a client of TPG and for referral and marketing purposes, on a royalty free basis, in any marketing, promotional or advertising materials created or used by TPG, in any media or format now known or hereafter created.

3. Disclaimers. DUE TO THE INHERENT UNRELIABILITY OF SATELLITE COMMUNICATIONS, THE INTERNET AND OTHER TCP/IP-ENABLED NETWORK CONNECTIONS, INCLUDING NETWORK CONNECTIONS PROVIDED BY THIRD PARTIES, TPG WILL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ANY INTERRUPTION OF THE TPG SERVICES CAUSED BY NETWORK INTERRUPTION OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF TPG. THE MUSIC APPLICATION AND TPG SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." EXCEPT AS EXPRESSLY STATED IN THIS MSA, NO WARRANTIES, CONDITIONS, GUARANTEES, OR REPRESENTATIONS (AS USED HEREIN, "WARRANTIES") ARE MADE AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING. EACH PARTY HEREBY ACKNOWLEDGES THAT IT HAS NOT

RELIED UPON ANY WARRANTY MADE BY THE OTHER EXCEPT AS SPECIFICALLY SET FORTH IN THIS MSA.

#### 4. Limitation of Liability.

IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS MSA, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT WILL A PARTY'S LIABILITY TO THE OTHER PARTY EXCEED THE TOTAL AMOUNT OF MONTHLY FEES PAID TO TPG DURING THE 12-MONTH PERIOD PRIOR TO THE APPLICABLE CLAIM, EXCEPT AS DIRECTLY ARISING OUT OF A THIRD PARTY CLAIM FOR WHICH A PARTY IS OBLIGATED HEREUNDER TO INDEMNIFY THE OTHER PARTY.

#### 5. General Provisions.

(a) Entire Agreement. The MSA sets forth the entire agreement between the Parties and supersedes any and all prior agreements, understandings and discussions (whether oral or written) of the Parties with respect to the transactions set forth herein. No Party will be bound by, and each Party specifically objects to, any term, condition or other provisions which is different from or in addition to the provisions of this agreement (whether or not it would materially alter the MSA) and which is proffered by another Party in any correspondence or other document, unless the Party to be bound thereby specifically agrees to such provision by signed agreement.

(b) Amendment. No material change, amendment or modification of any provision of the MSA will be valid unless set forth in a written instrument signed by the Parties.

(c) Assignment. The MSA will be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Either Party may assign its rights and obligations under the MSA at any time to any third party without the other Party's prior approval, provided the assignee party assumes all obligations and liabilities of the assigning Party and assumes to be bound by the provisions of the MSA. In the event of an assignment by Client, Client will not be relieved of any fees due and owing TPG as of the date of such assignment.

(d) Waiver. Any waiver of the provisions of the MSA or of a Party's rights or remedies under the MSA must be in writing to be effective. Failure, neglect or delay by a Party to enforce the provisions of the MSA or its rights or remedies at any time, will not be construed as a waiver of such Party's rights under the MSA and will not in any way affect the validity of the whole or any part of the MSA or prejudice such Party's right to take subsequent action. No exercise or enforcement by a Party of any right or remedy under the MSA will preclude the enforcement by such Party of any other right or remedy under the MSA or that such Party is entitled by law to enforce. A waiver with reference to one event will not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

(e) Force Majeure. Notwithstanding any other terms and conditions in the MSA, in the event that a Party is materially unable to perform any of its obligations under the MSA because of natural disasters, pandemics, satellite failure, Acts of God, riots, wars, governmental action, network failure, electricity outage or any other event beyond the reasonable control of the Party (excluding financial inability) (a "Force Majeure"), then such Party will, upon written notice to the other Party, be relieved from its performance of such obligations for the duration of such Force Majeure. If TPG is unable to perform for a period of more than twenty (20) days due to any Force Majeure event, Client or JFF may terminate this Agreement without any termination fee or other penalty.

(f) Choice of Law; Choice of Forum. This MSA is governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in California, without regard to conflicts of law principles. Any and all proceedings relating to the subject matter of this MSA will be maintained in the courts of the State and county where the defending party resides, which courts will have exclusive jurisdiction for such purpose, and each party hereby consents to the personal jurisdiction of such courts and waives any claim of forum non conveniens.

(g) Relationship of the Parties. The sole relationship between the Parties will be that of independent contractors. Nothing contained in the MSA will be construed to constitute the Parties as partners, joint venturers or agents of each other in any way whatsoever. No Party will make any warranties or representations, or assume or create any obligations, on another Party's behalf except as may be expressly permitted hereby. Each Party will be solely responsible for the actions of its respective employees, agents, and representatives.

(h) Taxes. Client shall be responsible for payment of all sales, use, property, value-added, withholding, or other federal, state or local taxes except for taxes based solely on TPG's net income or other taxes not related to the TPG Services or Client's use thereof. If TPG is required to pay any such taxes based on the TPG Services provided to Client under the MSA, then such taxes shall be billed to and paid by Client. Client shall not be responsible for payment of any interest or penalties in connection with said taxes not caused by Client, and Client has the right, but not the obligation, to protest the validity or amount of any tax. If taxes are paid by Client and subsequently refunded to TPG, TPG shall refund these amounts to Client.

(i) Severability. If any provision of the MSA, not being of a fundamental nature, is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remainder of the MSA will not be affected.

(j) Survival. Upon expiration or termination of the MSA for any reason, Sections 1, 3, 7, 8, 3, 4 and 5 of these Standard Terms will survive.

(k) Headings. The captions and headings used in the MSA are inserted for convenience only and will not affect the meaning or interpretation of the MSA.

(l) Counterparts. The MSA may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. The MSA may be executed by facsimile signature.

(m) Notices. All notices regarding the performance and responsibilities of the respective parties and otherwise given by either party to the other party to this MSA shall be in writing and shall be delivered in person (by hand or by messenger), or shall be sent by regular or certified mail, return receipt requested or U.S. Postal Service Express Mail or Federal Express, UPS or other similar recognized private overnight delivery service, prepaid. Notice given as provided herein shall be deemed to have been given on the date it was received as evidenced by signature, or date of first refusal, if that be the case. Notice hereunder shall be addressed to the parties at the addresses set forth above or in an exhibit hereto. Either party may change the address at which it receives notices by notifying the other party of such change in the manner provided herein.

