



TRESÓNA PACKAGER AGREEMENT FOR THE CREATION AND RENTAL OF UNLICENSED CUSTOM ARRANGEMENTS

This agreement ("Agreement") dated as of _____ ("Effective Date"), is by and between Tresóna Multimedia, LLC, an Arizona limited liability company with principal office located at 668 N. 44th Street, Suite 210W, Phoenix, AZ 85008 ("Tresóna" or "Licensor"), and _____, c/o _____ ("Packager").

A. Whereas, the Packager has created, commissioned, rented, or been provided with charts of custom arrangements in the past, some of which may have been created without permission of the rights holders and used in public performances.

B. Whereas, the Packager and Tresóna acknowledge that U.S. Copyright Law presently prohibits the creation or commissioning of the creation of custom arrangement(s) and the sheet music embodying the custom arrangement(s) without securing the proper authority and license from the copyright owner (or its agent or administrator), and the Packager cannot use arrangements (and the sheet music of such arrangements) created by packagers, arrangers hired by packagers or orchestra-hired arrangers, or otherwise prepared or furnished by a conductor or a person engaged by the orchestra, without permission or authority of the rights holders without paying the applicable license fees to the copyright owner (or its agent or administrator).

C. Whereas, by accepting the terms of this Agreement, Tresóna, on behalf of itself and certain music publishers, shall agree to conditionally waive and release the Packager from claims of past copyright infringement and payment of associated licensing and rental fees with respect to those previously unlicensed arrangements; so long as Packager adheres to the terms of this Agreement including but not limited to properly licensing all uses of Custom Arrangements in the future.

Now therefore, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the parties agree as follows:

1. Definitions.

- a. **"Arranger"** shall mean a person or company engaged directly by the Packager to create a Custom Arrangement and/or Chart for use by a Packager or orchestra.
- b. **"Copyrighted Composition"** shall mean a musical composition that is owned and/or administered by a rights holder and subject to the protections afforded to the rights holder under Title 17 of the US Code, The Copyright Act of The United States.
- c. **"Custom Arrangement License(s)"** shall mean the license authorizing the creation of a Chart or Custom Arrangement and/or sheet music for a Packager or a specific ensemble, or an arrangement of a Copyrighted Composition of a Publisher Composition, now or in the future, in any physical or digital form.
- d. **"Custom Arrangement" or "Chart"** shall mean an Orchestration and/or musical notation, in physical or digital form, that embodies any arrangement of a Copyrighted Composition of a Publisher Composition, now or in the future, that is created or commissioned by an Orchestra, an Arranger, or Packager, which shall be created as a Work Made For Hire or subject to a licensing or assignment agreement.



- e. **“Orchestration”** is a term of art that means the arrangement or scoring of music for orchestral performance and the creation of music notation in physical or digital form containing the arrangement and score.
- f. **“Package”** shall mean one or more Charts that may also be combined with the supply of musicians, singers, or performers in connection with the performance of the Chart.
- g. **“Packager”** shall mean a person or company that prepares and/or supplies and/or rents Custom Arrangements to orchestras.
- h. **“Performance(s)”** shall mean a musical performance(s) by a symphony orchestra or substantially similar performance ensemble.
- i. **“Publisher Composition”** shall mean a musical composition in which the rights that are the subject of this Agreement are owned or controlled by a Publisher or songwriter, in whole or in part, solely to the extent of Publisher’s or songwriter’s ownership or control thereof in the Territory, and subject to any restrictions or limitations thereon imposed pursuant to songwriter publishing or co-publishing agreements or other applicable license, administration or similar agreements with rights holders, societies or a similar organization that administers rights in compositions.
- j. **“Publisher”** shall mean the owner or administrator of the Copyrighted Composition or any entity with a beneficial licensing right in the copyright, for which Tresóna has the authority to represent for purposes of this Agreement.
- k. **“Rental Fees”** shall mean the fees charged for the usage of Charts in Performances by an orchestra or performance ensemble.
- l. **“Rental License”** shall mean the license to use the Charts in Performances by an orchestra or performance ensemble.
- m. **“Release Fee”** shall mean the fee charged in exchange for the waiver and release of claims by Tresóna and a Publisher pursuant to the terms and conditions of the opt-in provisions hereunder. The Release Fee shall be determined by the Publisher in its sole discretion and shall be equal to the fee associated with the Custom Arrangement License. For purposes of example, if the Custom Arrangement Fee for a Publisher Composition is \$300, the Release Fee for all past uses of the Publisher Composition shall also be \$300. The Release Fee shall not be confused with release fees in the event of the breach of this Agreement, and in such event, Tresóna will have the right to seek infringement penalties and release fees to the full extent provided under the U.S. Copyright Law, and those release fees might exceed the Release Fees that have been set forth in this Agreement.
- n. **“Unlicensed Arrangement(s)”** shall mean a Custom Arrangement(s) that has not been properly licensed by the copyright owner, publisher or their agent.
- o. **“Work Made For Hire”** shall refer to a Custom Arrangement created as a work made for hire as defined in Section 101 of the Copyright Act (title 17 of the U.S. Code) or a work assigned to a Publisher pursuant to Tresóna’s standard assignment agreement. For clarification, please see <http://www.copyright.gov/circs/circ09.pdf>.

2. Unlicensed Arrangements/Opt-In Agreement.



- a. The Packager may elect to participate in this Unlicensed Arrangements/Opt-In Agreement from January 1, 2018 to May 15, 2018. January 1, 2018, shall be deemed the “Opt-In Date.”
- b. The Packager and the Licensor agree that the creation of Charts without the permission of the rights holders represents an unauthorized duplication and the creation of an unauthorized derivative work of the Copyrighted Composition(s) embodied in the Chart(s) and is an infringement of the Copyrighted Composition(s) according to Section 106 of the United States Copyright Act. The Packager agrees to adhere to the provisions of the Copyright Act set forth herein, and further acknowledges that all Custom Arrangements in the possession of the Packager are the property of the copyright owners or their authorized agents unless the Packager has a written agreement from the copyright owner specifying that the Packager is the owner of the Custom Arrangement.
- c. Provided the Packager is in compliance with the terms of this Agreement and agrees to all of the terms and conditions set forth herein, including but not limited to the obligations with respect to (i) Unlicensed Arrangement(s) created by the Packager and/or for Packages rented by Packager during the three (3) years immediately preceding January 1, 2018 (the “Opt-In Date”), and (ii) all Charts that are being promoted on the Packager’s website, regardless of when created, Licensor, on behalf of the Publishers Tresóna exclusively represents, as well as Tresóna, hereby agree, on a conditional basis, to not file any claims against the Packager, including without limitation, for copyright infringement (including claims for actual damages, statutory damages, legal fees and costs, and any other monetary penalty), subject to the terms hereunder. Notwithstanding the foregoing, for publishers entering into an administration agreement with Tresóna regarding the administration of the rights addressed hereunder after the Effective Date, Tresóna shall use best efforts to secure publisher adherence to the terms of this Agreement, including but not limited to the conditioned release set forth herein.
- d. The Packager shall disclose on **Exhibit A** (i) the full list of Unlicensed Arrangement(s) created by the Packager and/or Packages rented by Packager, and (ii) a list of all Charts that are being promoted on the Packager’s website or a website controlled by an orchestra as of the Effective Date. These lists must include the name, and if know, address, and email address of the arranger. For all such disclosed Unlicensed Arrangements, the Packager shall execute Licensor’s standard copyright assignment agreement, in the form attached hereto as **Exhibit B**, for the benefit of the Publisher(s) if the Unlicensed Arrangement was created subject to the terms of a work for hire agreement or employment for hire agreement between the Packager and a third party arranger or if the Packager is the arranger. If the Unlicensed Arrangement was not created subject to the terms of a work for hire agreement or employment for hire agreement between the Packager and a third party arranger, Tresóna shall obtain the copyright assignment from the arranger, or any successor or assign (the failure of an arranger to execute a copyright assignment shall not negate this Agreement, and Tresóna will be free to pursue all legal remedies against the arranger). Subject to paragraph 4 below, the Packager acknowledges that it may be subject to claims of infringement for any Unlicensed Arrangements not disclosed to Tresóna, and the opt-in provisions shall not apply to such undisclosed Unlicensed Arrangements.
- e. Packager shall pay Tresóna a Custom Arrangement License fee and a Release Fee for each Unlicensed Arrangement listed in **Exhibit A** created, purchased or licensed by the Packager and disseminated to an orchestra during the calendar years 2015, 2016, and 2017, and up to the Effective Date. For clarity, the Release Fee will be equal to the fee for the Custom Arrangement License. For clarity, Packagers shall pay a Custom Arrangement License fee, in addition to the other requirements set forth herein, after the Effective Date.



- f. In addition to the Custom Arrangement License and the Release Fees payable in Paragraph 2e above, Packager shall be required to list the Custom Arrangement on **Exhibit A**, and to pay a Custom Arrangement License fee for all Unlicensed Arrangements contained in any Package promoted on the Packager's website or in any printed material used by the Packager to promote the Packager.
- g. Packager shall execute, as required hereunder, Licensor's standard copyright assignment agreement, in substantially the form as attached hereto as **Exhibit B**, for the benefit of the Publisher(s) for each Unlicensed Arrangement listed in **Exhibit A**, and shall not promote or supply Charts that have not been properly assigned or licensed in the future. The Packager acknowledges that it may be subject to claims of infringement for any Unlicensed Arrangements not disclosed to Tresóna on **Exhibit A** and for use in the future, and the provisions hereunder shall not apply to such undisclosed Unlicensed Arrangements. The Packager shall pay Tresóna all Custom Arrangement License fees owed to Tresóna in full promptly following the execution of this Agreement. The Packager shall pay Tresóna all Release Fees due in twenty-four (24) equal, monthly installments. Notwithstanding the foregoing and subject to the cure period as set forth in Paragraph 4 below, if a Packager fails to pay the Custom Arrangement License Fee and/or a Release Fee installment payment(s), then Tresóna shall have the right to terminate the Agreement and/or to apply a Late Fee as set forth below until the full payment of all outstanding Custom Arrangement, Release and accrued Late Fees.
- h. Conditioned upon the Packager accepting the terms and conditions of this Agreement, including the requirement to properly license all Custom Arrangements in the future, Licensor hereby grants conditioned legal releases and other waivers of all claims available to Tresóna with respect to the Unlicensed Arrangements and the rental of Unlicensed Arrangements by the Packager prior to the Effective Date. Without limitation, the releases and waivers provided hereunder shall be contingent upon and shall not vest until full payment of all fees, including Custom Arrangement License Fees and Release Fees as provided herein. Failure to pay in full or failure to pay any installment payment as provided herein, for past or future uses, provides Tresóna the right to terminate this Agreement and rescind all releases and waivers provided hereunder, and to proceed to enforce all rights under the Copyright Law without limitation. Tresóna shall also have the right to charge a late fee for any unpaid amounts, including any or all of Release Fee installment payments, in an amount equal to 18% per annum, calculated on a pro-rata basis (the "Late Fee"). For the avoidance of doubt, the conditioned waiver and release offered by Tresóna pursuant to this Agreement shall not fully vest until all licenses for the Unlicensed Arrangements are secured, all licensing and Release Fees, owed for past uses are paid, and all legal fees, if any, are paid as provided in paragraph 3j below; and the respective copyright assignments are executed and delivered to Tresóna as provided in **Exhibit C**. The waivers granted by Licensor hereunder are limited to the shares of the Publisher Compositions represented by Licensor and are effective solely to the extent of Licensor's legal authority to grant the waiver as part of the opt-in provisions. Notwithstanding the foregoing, for Publishers entering into an administration agreement with Tresóna regarding the administration of the rights addressed hereunder after the Effective Date, Tresóna shall use best efforts to secure Publisher adherence to the terms of this Agreement, including but not limited to the conditioned waivers and releases set forth herein.
- i. The release and waiver of claims hereunder operates on a rolling basis; meaning, for each new Custom Arrangement created by Packager and/or for each new Custom Arrangement rented by the Packager after the Opt-In Date, the Packager must secure both a Custom Arrangement License and a rental license, respectively, via the Tresóna Licensing Exchange, and shall pay all applicable customary fees associated with such licenses for the Publisher Compositions. Whether the Packager created the Custom Arrangement or the Packager is renting a Package from a third party arranger,



the Packager must provide evidence of a Custom Arrangement License to an orchestra or any performance group; meaning, the Packager shall provide Tresóna or an orchestra, if applicable, with written documentation from a Publisher (or their agent or administrator) that the Copyrighted Composition has been properly licensed for both the creation of a Custom Arrangement and the rental of the Chart. Prospectively, the Packager shall pay for all Custom Arrangement License fees prior to the date of dissemination of any Charts, and shall pay for all Rental Fees within thirty (30) days of the first Performance of the applicable Chart.

- j. If the Packager has been in contact with Tresóna's legal counsel prior to the Opt-In Date concerning the creation, rental, and/or use of Unlicensed Arrangements, and the Charts in question were created, rented, and/or used without the proper license or authority of the Publisher, then the Packager will be liable for all reasonable and verifiable legal fees incurred by Tresóna in connection with the pursuit of such fees and licenses.
 - k. Packager shall further fulfill the requirements of this Agreement prospectively by following all terms and conditions of using the Tresóna Licensing Exchange and the compliance procedures set forth in **Exhibit C** of this Agreement. Notwithstanding the foregoing, Tresóna hereby acknowledges and agrees that this requirement is contingent on the Tresóna Licensing Exchange and other systems and accounts being in functional working order.
3. **Termination.** Without limiting any other remedy available at law or equity, or pursuant to this Agreement, Licensor may terminate this Agreement, effective upon written notice to the Packager, if the Packager breaches any of the provisions of this Agreement.
4. **Breach and Cure.** Notwithstanding the foregoing, as a condition precedent to the assertion by Tresóna that the Packager is (a) in default of paying Rental Fees applicable to disclosed Unlicensed Arrangements or future Custom Arrangements, or (b) in default because of inadvertent or unintentional errors inputting data into the Tresóna Licensing Portal, Tresóna shall advise the Packager in writing of such default, and the Packager shall be allowed a period of thirty (30) days after receipt of such written notice within which to cure such alleged default. Notwithstanding the foregoing, and for the avoidance of doubt, Late Fees shall be charged from the date they accrue even if a written default notice was not received.
5. **Territory.** Worldwide.
6. **Representations and Warranties.**
- a. Each party warrants and represents to the other party the following: (i) such party has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (ii) when fully executed by the parties hereto, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iii) such party acknowledges that the other party makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this Agreement.
 - b. The Packager warrants, represents, acknowledges, and agrees that the Packager has no ownership interest in the Custom Arrangement, that the Custom Arrangement at all times belongs to the Publisher, and that all Custom Arrangements shall be considered a Work Made For Hire within the meaning of the United States Copyright Act; if it is determined that a Custom Arrangement does not so qualify as a Work Made For Hire, then the Packager shall assign to Publisher all right, title and



interest owned by Packager or the arranger, in and thereto, and all renewals and extension thereof.

- c. Licensor warrants and represents that (i) it has the authority to act on behalf of the Publishers with respect to the Custom Arrangements; and (ii) the Tresóna Licensing Exchange and other systems and accounts will be in functional working order.

7. **Notices.** Unless otherwise explicitly stated in the Agreement, any notice, consent, approval, demand, or other communication to be given to the Packager or to Tresóna shall be sent to the Packager or Tresóna, as the case may be, at the address referenced below, by certified mail, return receipt requested, or via overnight delivery services. Any notice shall be deemed complete the date of receipt, except that (a) all written communication as contemplated hereunder personally delivered shall be deemed served when actually received by the party to whom addressed, and (b) air express or courier (e.g., UPS, FedEx, etc.) shall be deemed served on the day of delivery to the recipient.

To Packager:

To Tresóna: 7349 N. Via Paseo Del Sur, Ste. 515
Scottsdale, AZ 85258-3749
Attention: Jann-Michael Greenburg
Jann-
Michael.Greenburg@Tresónamultimedia.com

Mitchell Silberberg & Knupp, LLP
1818 N Street, NW, 8th Floor
Washington, D.C. 20036
Attn: Jay Rosenthal, Esq.
202-355-7907
jar@msk.com

8. **Miscellaneous.** No change, modification, waiver or termination of this Agreement shall be binding upon either party unless it is made by an instrument signed by an authorized officer of the party against whom enforcement is sought. A waiver by either party of any provision of this Agreement in any instance shall not be deemed a waiver of such provision, or any other provision hereof, as to any future instance or occurrence. All remedies, rights, undertakings, and obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either party. The captions of the Sections in this Agreement are included for convenience only and shall not affect the interpretation of any provision

9. **Governing Law.** THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF ARIZONA, AND THE VALIDITY, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ARIZONA APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF ARIZONA (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES UNDER ARIZONA LAW). ONLY THE ARIZONA COURTS (STATE AND FEDERAL) SHALL HAVE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS AGREEMENT; ANY ACTION OR OTHER PROCEEDING WHICH INVOLVES SUCH A CONTROVERSY SHALL BE BROUGHT IN THOSE COURTS ONLY. THE PARTIES WAIVE ANY AND ALL OBJECTIONS TO VENUE IN THOSE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS. SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE MADE IN THE MANNER SPECIFIED IN THIS AGREEMENT FOR NOTICES, OR IN ANY OTHER MANNER PERMITTED BY LAW.



10. **Press Release.** No party hereto shall, without the prior written consent of the other party, issue any press release or make any other public announcement or statement relating to the existence of this Agreement, to any terms and conditions of this Agreement, or to the negotiation thereof to which such party was privy or of which it was otherwise made aware (e.g., by being copied on correspondence or by being advised by another party to the negotiation).

11. **Confidentiality.** Any and all information provided by Packager under this Agreement, including without limitation, the Unauthorized Arrangements that include Copyrighted Compositions, shall be kept confidential and shall not be disclosed to any third party, except for disclosures to Tresóna's bona fide professional advisors or disclosures required by law. Tresóna acknowledges that the provisions of this paragraph are material provisions of this Agreement.

12. **Assignment.** Tresóna may assign its rights and obligations hereunder to an affiliate company or to a third party purchaser of all or substantially all of Tresóna's assets without the Packager's prior written approval. Packager may assign its rights and obligations hereunder to an affiliate company or to a third party purchaser of all or substantially all of Packager's assets without Tresóna's prior written approval. Any purported assignment outside of the foregoing shall be deemed null and void ab initio and without force or effect. There shall be no restrictions on Publisher's ability to assign its rights and obligation hereunder to a third party.

13. **Authority to Bind.** Each party for itself represents and warrants that it is authorized to execute this Agreement, and to do so through the individual signing on its behalf. This Agreement is not a binding agreement, and no rights shall be granted to the Packager, unless a fully executed copy of the Agreement is returned or transmitted to and received by Licensor.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. Each party agrees that the delivery of the Agreement by facsimile or email shall have the same force and effect as delivery of original signatures and that each party may use such facsimile or email signature as evidence of the execution and delivery of the Agreement by both parties to the same extent that an original signature could be used.

Agreed and Accepted:

For Packager:

For Tresóna Multimedia, LLC:

By: _____

By: _____

Title: _____

Title: _____



Exhibit A

UNLICENSED ARRANGEMENTS



Exhibit B

STANDARD COPYRIGHT ASSIGNMENT FORM

Assignor: _____

Assignee(s): _____

Title of Work: _____

Description: Custom Arrangement

In consideration of good and valuable consideration, the receipt, amount, and sufficiency of which the Assignor hereby acknowledges, the Assignor hereby irrevocably, without limitation or reservation of rights, and worldwide assign all right, title, and interest in and to the above Work as described above, to the extent owned by Assignor, to the above-named Assignee, to have and to hold the same, including Assignee's successors and assigns absolutely and forever, including all renewals and extensions of copyright anywhere in the world. This assignment is made without reservation of any rights of any kind now known or hereinafter discovered or granted by law, in the above-described Work, including electronic, digital, and all other versions in all media and formats now known or hereafter invented, worldwide and forever.

The Assignor hereby represents and warrants that the Assignor is the sole author and putative owner of the custom arrangement of the Work, and that the Assignor has the full right and authority to assign the copyright to the extent described above, and that the Work does not infringe on the rights of any third parties. The Assignor hereby grants to Assignee all rights of publicity to use the Assignor's name and/or likeness in connection with the Work, but only if the Assignor chooses to provide credit, and if Assignor pre-approve said credit.

IN WITNESS WHEREOF I have hereunto set my hand this _____ day of _____, 20__.

Assignor Printed Name

Signature

Address



Exhibit C

PROCEDURES FOR PERFECTING THIS AGREEMENT

Pursuant to Paragraph 2(b) et seq. of this Agreement, Packager is under a duty to disclose (i) the full list of Unlicensed Arrangement(s) created by the Packager and/or Packages rented by Packager in 2015, 2016 and 2017, and (ii) a list of all Charts that are being promoted on the Packager's website or a website controlled by an orchestra as of the Effective Date. Packager will be required to pay relevant Custom Arrangement License fee(s), and Release Fee(s), and complete the licensing process for all Unauthorized Arrangement(s), as provided in this Agreement.

In order to facilitate the requirements of this Agreement, Tresóna will provide a streamlined process for the disclosure of, payment of, and licensing of all of Packager's relevant Unlicensed Arrangement(s). Packager is required to follow all steps and procedures outlined herein to ensure compliance with the terms of this Agreement. The steps and procedures are as follows:

1. Packager will be required to create an online account on Tresóna's website, located at www.Tresónamusic.com (or any such web address that Tresóna owns and controls and provides to Packager). Packager will select "Packager – Orchestrations" as its Organization Type. This will ensure Packager has access to all necessary functions on its account for completing the disclosure, payment, and licensing process. Packager will agree to all terms, conditions, and agreements (the "Tresóna Licensing Exchange User Agreement"), necessary for using the Tresóna website. Notwithstanding the foregoing, in the event there is a conflict between the terms of the Tresóna Licensing Exchange User Agreement and this Agreement, the terms of this Agreement shall control.
2. Packager will begin the disclosure of Unlicensed Arrangement(s) as follows:
 - a. Packager will be separately prompted to input a list of all Unlicensed Arrangement(s) Packager has created and disseminated during 2015, 2016, 2017 and up to the Effective Date. For clarity, with respect to the Unlicensed Arrangements, Packager will be required to list, to the extent known by Packager, (i) the name of each Copyrighted Composition contained in each individual Chart, (ii) the performance time for each Copyrighted Composition contained in each individual Chart, (iii) the year each individual Chart was created, (iv) the arranger(s) of each individual Chart, and any and all other information reasonably required on the Tresóna website.
 - b. Packager will be separately prompted to input all Unlicensed Arrangement(s) that Packager is promoting on its website and/or any website controlled by an orchestra as of the Effective Date. With respect to those Unlicensed Arrangements on Packager's website or an orchestra's website as of the Effective Date, Packager will be required to list (i) the name of each Copyrighted Composition contained in each individual Chart and/or Package, (ii) the performance time for each Copyrighted Composition contained in each individual Chart and/or Package, (iii) the year each individual Chart and/or Package was created, (iv) the arrangers of each individual Copyrighted Composition within each individual Chart and/or Package, and any and all other information reasonably required as requested on the Tresóna website.



- c. Once Packager completes the steps identified in Paragraph 2(a)-(b) of this Exhibit, Packager will be able to view all Unlicensed Arrangement(s), Package(s), and Chart(s) disclosed pursuant to the above referenced paragraph in Packager's online account.
3. Packager will execute, as required, Tresóna's standard copyright assignment agreement, in a form set forth as **Exhibit B**, for the benefit of the Publisher(s). Packager will be required to execute the copyright assignment for all Custom Arrangement(s) Packager has created within the three (3) years immediately preceding the Opt-In Date, as disclosed pursuant to Paragraph 2(a) of this Exhibit. A prompt, "Sign Copyright Assignment" (or such other similar prompt as Tresóna so provides), requesting Packager to execute the copyright assignment will appear next to each disclosed Unlicensed Arrangement(s) for which a copyright assignment is necessary. Packager is to click "Sign Copyright Assignment" and electronically review, sign, and date the assignment.
4. When Packager completes the disclosure of each Unlicensed Arrangement as provided herein, invoices for Custom Arrangement License Fees and Release Fees Packager owes in relation to the creation of and prior dissemination of the Unlicensed Arrangement will be presented for payment by credit card or by check, and the Release Fees will be present for a payment over 24-months in equal monthly installments, or such other installment schedule as mutually agreed upon between the parties.
5. Packager will indicate each website a Chart or Package, as disclosed pursuant to Paragraph 2(b) of this Exhibit, is being promoted by Packager.
6. Tresóna may, from time to time, change or adjust any of the disclosure, copyright assignment, or payment procedures as detailed in Paragraphs 2 through 5 of this Exhibit at its sole discretion and consistent with the terms of this Agreement. Tresóna will promptly notify the Packager of any such changes in these processes which affects the Packager.