

## PERFORMmusic Facilities License (Terms & Conditions)

The PERFORMmusic Facilities License (“License”) by Christian Copyright Solutions (“CCS”) gives you (“Licensee”) the freedom to play or perform the millions of songs from the repertoires of ASCAP, BMI and SESAC, each a Performing Rights Organization (“PRO”).

The following **Rights** and **Limitations** govern your use of the License and will assist you in understanding and using the License properly.

### Rights

#### Definitions

- **Facilities** means any site that is under the financial and legal umbrella of Licensee, including (a) its primary facilities and satellite campuses, and (b) off site locations used for events and functions.
- **Licensee** means the organization which holds a License in good standing and includes those members who are authorized to act on its behalf.
- **Perform(ance)** means to play recordings of, or perform live, Participating Songs outside of worship services.
- **Participating Songs** means the songs under the control of one or more PRO at the time of a Performance.
- **Ticketed Events** means concerts and similar events where a ticket is issued, and which necessitates a separate add-on service and an additional fee.

#### Provisions

- **Breadth of Uses.** Your License permits a wide array of possibilities for Performances at your Facilities, including but not limited to
  - playing songs before and after worship services,
  - music-on-hold,
  - non-ticketed events held, sponsored, or promoted by Licensee, including concerts, conferences, seminars, and conventions,
  - coffee shops, bookstores, VBS, camps, picnics, day care and social and athletic events,
  - a Performance originating from Spotify and similar services, provided that your license with these entities permits such transmissions and is not limited to personal use.
- **Eligibility.** Qualified tax-exempt organizations which conduct religious services and maintain physical premises in the United States or its territories, are eligible.
- **License Fees.** The annual license fee is based on the average weekly attendance of your church as outlined on the CCS website. These fees are due and payable prior to the activation of your License, and the annual license fee is due immediately prior to each renewal period. Should the average weekly attendance of your church change, you shall notify CCS prior to each annual renewal.
- **Reserved Rights.** CCS and the PROs may modify the rights granted under this License at any time, with or without notice to you, and all rights not stated herein are reserved. Your License may also be

terminated upon thirty days' notice if a change in law in any state or territory interferes with or substantially increases the cost of PRO operations.

- **Reporting.** There is no reporting requirement with this License, but nominal quarterly reporting is necessary with the Ticketed Events add-on service.
- **Song Validation.** Prior to the Performance of any song you must first validate that it is represented on at least one PRO website (song ownership changes from time to time and only songs that are controlled by a participating PRO may be used under the terms of this License).
- **Term.** This License shall commence on the activation date and continue for a period of one (1) year. Thereafter, subject to your pre-payment of the annual license fee, your license will automatically renew for successive one (1) year periods until canceled by either party.

## Limitations

*Under this License, you may not:*

- Perform dramatico-musical works (examples include the performance of drama and music in a theatrical setting such as a play with music, operas, ballets, or similar productions which are not covered by this License).
- Transfer to or share your License with any other party.
- Utilize the License outside of the United States and its territories.
- Reproduce or distribute participating songs or exercise any other right that is reserved to the copyright owner or enable others to do so.
- Broadcast, telecast, transmit by wire or otherwise Participating Songs to persons outside of the Facilities, or Perform by means of a coin operated phonorecord player.

*Please be advised that:*

- Failure to adhere to the License Rights and Limitations may result in loss of service or additional fees.
- Licensee must cure any default or breach of any term or condition within thirty days of notification by CCS or any PRO, otherwise License will terminate on the expiration of such period.
- Either party may terminate the License at any time upon notice to the other, provided that if you terminate this License you shall forfeit any activation fee and annual license fee already paid to CCS.
- Upon termination of the License by either party, you will immediately discontinue Performances.
- Any changes to church contact information must be notified to CCS in a timely manner.
- This License is subject to the agreements between CCS and ASCAP, BMI, and SESAC, and CCS reserves the right to modify the terms of this License to conform to any such agreement.