

AFFILIATION SELECTION CHECKLIST – ADDENDUM (INTERNATIONAL DIGITAL COLLECTIONS)

Publisher Information

Name of Publisher: _____

IPI Number: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

*** Publisher must initial and date the corresponding boxes. CMRRA shall only act on behalf of Publisher for those Affiliations so initialled and dated.**

INTERNATIONAL DIGITAL COLLECTIONS	INITIAL HERE	DATE OF SIGNATURE (MM/DD/YYYY)	EFFECTIVE DATE (MM/DD/YYYY)
International Digital Collections <i>As defined by the Terms and Conditions outlined in Part II, Schedule 'I'</i>			01/01/2021

THE TERRITORIES <i>As defined by the Terms and Conditions outlined in Part II, Schedule 'I'</i>	INITIAL HERE	DATE OF SIGNATURE (MM/DD/YYYY)
1) USA (MLC)		
2) Core Territories (IMPEL) <i>As defined by the Terms and Conditions outlined in Part II, Schedule 'I'</i>		

Publisher and CMRRA hereby amend the Publisher Affiliation Agreement with the addition of Part II, Schedule 'I', attached hereto as Exhibit A.

Publisher's Signature

Name and Title (Please Print)

Date

CMRRA Ltd.

Paul Shaver, President

Date

Schedule 'I': International Digital Collections

Terms & Conditions – International Digital Collections

1. The Terms and Conditions in this Schedule 'I' form an Appendix to the General Terms and Conditions in Part II of the Publisher Affiliation Agreement, and together with those General Terms and Conditions form a single executed document. Any terms defined in the Publisher Affiliation Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Publisher Affiliation Agreement. For the purposes of this Schedule 'I', "musical work" includes a musical work embodied in a sound recording or in Audiovisual Content (as defined below).
2. **Definitions:** In this Schedule 'I', the following terms have the meanings set out below:
 - a. "Affiliation Selection Checklist" means the Affiliation Selection Checklist that forms Part I of the Publisher Affiliation Agreement, as amended by the Affiliation Selection Checklist – Appendix, if applicable;
 - b. "Audiovisual Content" means any combination of sounds and visual images that are intended to inform, enlighten, or entertain, irrespective of its duration, initial intended use, or manner of distribution;
 - c. "Core Territories" means (i) Switzerland and all states within the European Economic Area including, for the avoidance of doubt, the United Kingdom; (ii) Albania, Andorra, Bosnia, Gibraltar, Kosovo, Macedonia, Moldova, San Marino, Serbia, and Turkey; (iii) Lebanon, Luxembourg, French Polynesia, Monaco, New Caledonia; (iv) Benin, Burkina Faso, Cameroon, Central African Republic, Chad, Congo, Djibouti, Egypt, Gabon, Gambia, Guinea, Ivory Coast, Jordan, Madagascar, Mali, Mauritania, Morocco, Niger, Senegal, Togo, and Gulf countries (Saudi Arabia, Bahrain, United Arab Emirates, Iraq, Iran, Kuwait, Oman, Qatar); (v) Israel, Palestinian Territories, Yemen; (vi) Armenia, Azerbaijan, Belarus, Georgia, Montenegro, Kazakhstan, Kyrgyzstan, Russia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan;
 - d. "Download" means the electronic digital transmission of a musical work, which transmission results in the creation of a copy of the musical work on a user's local storage device or medium (including, but not limited to, the hard drive of the user's computer, whether in random access memory (RAM) or otherwise, and any recordable medium, whether or not embedded in a portable device), regardless of whether such copy is available for listening at any time or is only available for listening for a limited time or for a limited number of times;
 - e. "International Digital Licenses" - Licenses granted by CMRRA on Publisher's behalf, and/or by International Societies on CMRRA's behalf, authorizing (i) the Reproduction of Works for the purpose of any type of Download or Stream that either originates from a source in the Territories or is transmitted to a computer (which for purposes of this Schedule 'I' includes, but is not limited to, all types of recording media, storage media, and receiving devices now known or hereafter devised, including portable devices) in the Territories, including, as necessary, the right to authorize the reproduction of the music and lyrics, lyrics alone, or music alone of any Work; and/or (ii) the Post-Synchronization Reproduction of Works embodied in any type of Audiovisual Content, including, as necessary, the right to authorize the reproduction of the music and lyrics, lyrics alone, or music alone of any Work;
 - f. "International Digital Services" - Persons, firms or corporations doing business in the Territories;
 - g. "International Societies" means those collective societies and/or licensing entities as may be approved from time to time by CMRRA's Canadian Publishers Committee (the "CPC");
 - h. "Post-Synchronization Reproduction" means the Reproduction of a musical work as embodied in existing Audiovisual Content, by any person or entity, in any material form and by any process now known or hereafter devised, but expressly excludes the rights to reproduce any Work (i) in synchronization or timed relation with visual images, with any other musical work, or with any sound recording or performer's performance, other than as expressly authorized herein, or (ii) in any advertisement or other promotional material, whether or not related to the Audiovisual Content in which the Work is embodied, unless Publisher has authorized the initial Reproduction of that Work in the advertisement or other promotional material;
 - i. "Reproduction" means the fixation of a musical work by any analog, digital, or other process now or hereafter devised, on any recording medium or device in any format or material form now known or hereafter devised including, but not limited to, the RAM or hard disk of a computer and/or the RAM or hard disk of a computer (including a server) at a remote location;
 - j. "Stream" means an electronic digital transmission of a musical work, which transmission is designed so as not to result in the creation of a copy of the musical work on a user's local storage device (including but not limited to the hard disk of the user's computer, whether in RAM, read-only memory, or otherwise, and any recordable medium, whether or not embedded in a portable device), which copy could be available for listening other than at substantially the same time as the original transmission, and includes,

for greater certainty: (i) a stream of one or more musical works selected by the user, which stream may be listened to at a time chosen by the user; (ii) a stream of a series of musical works selected by the transmitter of the stream, which stream can be listened to only at a time chosen by the transmitter; and (iii) the streaming of original audio programming, which programming: (1) consists in whole or in part of musical works; (2) may be themed by genre or otherwise; and (3) is not subject to advance knowledge of or control by the user as to the sequence or timing of transmission of the musical works included in the program; and

- k. "Territories" means any territory for which Publisher has authorized CMRRA to grant International Digital Licenses pursuant to section 3 of this Schedule 'I', as indicated by Publisher (1) on the Affiliation Selection Checklist, as may be amended from time to time, or (2) in writing in such form as CMRRA may require in its sole discretion;

3. **Engagement of CMRRA:**

- (a) Publisher hereby authorizes CMRRA to:

- (i) act as its exclusive agent to grant International Digital Licenses for the purposes of Reproduction and/or Post-Synchronization Reproduction during the Term of the Publisher Affiliation Agreement, including to register the Works with International Societies; and
- (ii) grant, and to authorize International Societies operating on CMRRA's behalf to grant, International Digital Licenses for the purposes of Reproduction and/or Post-Synchronization Reproduction, by private agreement and on terms which are current for the music industry, as may be approved from time to time by the CPC.

- (b) Notwithstanding Part II, section 2 of the Publisher Affiliation Agreement, the rights and authorizations granted by Publisher pursuant to this Schedule 'I' are exclusive.

- (c) Notwithstanding the termination provision contained in section 6 herein, Publisher acknowledges and agrees that the rights granted with respect to any musical works affiliated under this Schedule 'I' shall (i) be granted for the duration of the term of any International Digital Licences, and (ii) shall survive any sale or transfer of those musical works throughout the duration of the relevant term of such International Digital Licences.

- (d) CMRRA makes no representations or warranties that it will grant International Digital Licenses for any or all of the purposes contemplated in this Schedule 'I'. CMRRA expressly disclaims all liability, and in no event shall CMRRA be liable to Publisher or any of its affiliates, for any and all loss of income, loss of revenue, loss of opportunity, or any similar damages arising as a consequence or result, directly or indirectly, of Publisher's engagement of CMRRA under this Schedule 'I'.

- 4. **Publisher Representation and Warranty:** Publisher represents and warrants that it controls the repertoire registered with CMRRA for all Territories selected on the Affiliation Selection Checklist. Publisher shall promptly advise CMRRA in writing if Publisher ceases to control any works in the selected Territories.
- 5. **Administration Fee:** In consideration of the services provided by CMRRA to Publisher in regards to International Digital Licenses, CMRRA shall be entitled to retain a commission of five percent (5%) from the net monies received by CMRRA on Publisher's behalf. The amount of such commission may be changed from time to time by CMRRA's Board of Directors, but CMRRA shall provide Publisher with no less than ninety (90) days' written notice of any such change.
- 6. **Termination by Publisher:** Notwithstanding **Part II, section 13** of the Publisher Affiliation Agreement, Publisher may terminate this agreement at any time upon six (6) months' written notice to CMRRA at the above address. However, if one or more International Digital Licenses have been issued in the Territories, termination may take effect in relation to those International Digital Licenses only as of the first day after the end of the term of such International Digital Licenses.
- 7. **Termination by CMRRA:** CMRRA may terminate this agreement (in whole or with respect to any of the Territories) if it elects to entirely cease carrying on business with respect to International Digital Licenses (in whole or with respect to any of the Territories), but in no case shall CMRRA give Publisher less than six (6) months' notice of such termination.