



PROGRAM AGREEMENT
FOR THE CHURCH STREAMING LICENSE

THIS PROGRAM AGREEMENT IS MADE BETWEEN:

- 1) CCLI, LLC on the one side, located at 17205 SE Mill Plain Blvd., Suite 150, Vancouver, Washington 98683 (an Oregon corporation formed in the United States) ("CCLI") and
- 2) OWNER, as named on the signature page hereof, on the other side ("Owner").

WHEREAS:

- 1) CCLI and Owner are parties to and subject to a General Owner Agreement, which governs this Program Agreement;
- 2) CCLI is in the business of issuing Licenses to Churches in accordance with the terms of the General Owner Agreement and this Program Agreement; and
- 3) CCLI desires to obtain and Owner desires to license to CCLI the Rights necessary for CCLI to issue Licenses to Churches for the Licensed Rights with respect to Owner's Percentage of Musical Compositions in connection with this Program.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS NOT IN GENERAL OWNER AGREEMENT

- 1.1 "Approved Website" means the instrumentality used by a Church to communicate with its members, adheres to copyright law and conforms to the Rights and Reserved Rights set forth herein, as follows:
 - 1.1.1 the Church's proprietary website;
 - 1.1.2 a hosted website; or
 - 1.1.3 a streaming service
- 1.2 "CSL" means a License issued under this Program Agreement.
- 1.3 "Stream" or "Streaming" means the digital transmission, retransmission, distribution and playback of a Musical Composition.

2. LICENSE OF RIGHTS

- 2.1 In consideration of the undertakings, representations and warranties of CCLI contained in this Program Agreement, and subject to the terms of this Program Agreement, Owner hereby licenses to CCLI the Rights for CCLI to sub-license to Churches via a CSL the Licensed Rights to the Musical Compositions in Countries during the Term for the purpose of operating the CSL Program, subject to the restrictions contained herein.
- 2.2 CCLI will issue CSLs to Churches inclusive of the following Rights in this Clause 2.2, and as restricted in Clause 2.3 below for each applicable Country:
 - 2.2.1 To Stream live, free of charge to those receiving the Stream, from Approved Websites, in audio and/or video form, Musical Compositions performed in Church Services.
 - 2.2.2 To Stream as a retransmission, free of charge to those receiving the Stream, from Approved Websites, in audio and/or video form, Musical Compositions performed in Church Services.
 - 2.2.3 To distribute audio or video (including synchronized text or still images) files of Church Services that contain Musical Compositions, in whole or in part, provided over the Internet by way of website feeds through Approved Websites to personal computers, portable media players or any other device capable of receiving such files, which enables end users to syndicate, subscribe to an RSS feed (or other similar push-based technology) and automatically receive future files.
- 2.3 The Rights granted to CCLI in this Program Agreement shall exclude the Reserved Rights, including, without limitation, the Reserved Rights set forth as follows where a Church may not:
 - 2.3.1 Receive any form of compensation for uses hereunder.
 - 2.3.2 Grant to any third-party that is not an Approved Website the right to Stream or otherwise digitally transmit Musical Compositions in any manner.
 - 2.3.3 Stream pre-recorded recordings (such as artist or record label recordings of Musical Compositions sold commercially).
 - 2.3.4 Stream Musical Compositions contained in concerts, conferences and special events held at the Church property where a financial charge, including donations, is required for attendance.
 - 2.3.5 Stream Musical Compositions contained in non-Church Service audio and/or video content such as a non-Church Service teaching video, televised events or special productions.

3. ROYALTIES

In respect of each Country and for each Report Period:

- 3.1 CCLI shall allocate eighty percent (80%) of the Program Revenue for this Program for the benefit of the collective group of participating Owners.
 - 3.1.1 The balance of the foregoing Program Revenue for this Program that equals one-hundred percent (100%) shall be retained by CCLI as its fee to administer the Program in accordance with this Program Agreement.
- 3.2 CCLI will extrapolate from the Church Copyright License Copy Report the actual Recording Credits attributed to each Musical Composition and utilize such for the calculation of earned royalties for each Musical Composition.
- 3.3 Participating Owners' percentage of total Program Revenue as referenced in Clause 3.1 will be divided by the aggregate number of Recording Credits as referenced in Clause 3.2 to arrive at the Credit Value.
- 3.4 CCLI will calculate the earned royalties for each Musical Composition by multiplying the applicable Credit Value by the total number of attributed Recording Credits as referenced in Clause 3.2.
- 3.5 CCLI will calculate the total amount of Program Revenue earned by Owner, subject to Clauses 3.1 – 3.4.

4. ACCOUNTS

To the extent that royalties are earned and payable for a Musical Composition that is jointly owned by Owner and a third party that is not a participant in the Program, but whose ownership percentage has been licensed by Owner for use in the Program, such royalties shall be subject to Clause 5.5 of the General Owner Agreement.

[SIGNATURES ON NEXT PAGE]

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SIGNATURE PAGE

Persons signing hereby attest and affirm that they are authorized to enter into this Program Agreement

| | |
|----------------------|----------------------------------|
| <u>OWNER</u> | |
| By | _____ |
| | Name (please print) |
| | _____ |
| | Title (please print) |
| | _____ |
| | Signature |
| for and on behalf of | |
| | _____ |
| | Owner (Legal Name of Company) |
| | _____ |
| | Address |
| | _____ |
| | _____ |
| | Date |
| | _____ |
| | Tax ID (as registered with CCLI) |

| | |
|--------------------------------------|----------------------|
| <u>CCLI (OFFICE USE ONLY)</u> | |
| By | _____ |
| | Name (please print) |
| | _____ |
| | Title (please print) |
| | _____ |
| | Signature |
| for and on behalf of | |
| | <u>CCLI, LLC</u> |
| | _____ |
| | _____ |
| | Commencement Date |