

MCPS / Programme Sales Licence

Extension to Territory

Subject to the terms and conditions set out in the main body of the Agreement (“the Main Agreement”) together with those set out below, MCPS and the Licensee agree that the definition of Territory shall be extended to include North America.

Capitalised terms used but not defined in this extension agreement have the meaning given in the Main Agreement.

1. In respect of the supply of Qualifying Programmes to or in North America, the licences granted under the Main Agreement shall not apply to a Prior Approval Work unless:
 - (a) the Licensee has obtained written prior approval from the Relevant Member; or
 - (b) the Prior Approval Work was reproduced (i.e. synchronised) into the Qualifying Programme before the Effective Date; or
 - (c) the use of the Prior Approval Work in the Qualifying Programme is an In-Context Use, provided always that the Licensee has the consent of the relevant record company, artist management, artist, composer or producer (as applicable and only where required pursuant to the definition of In-Context Use).
2. The following shall be excluded from the extension to the Territory:
 - (a) sales to commercial terrestrial network broadcasters in North America;
 - (b) sales to broadcasters in North America which do not have licences from the appropriate performing right society (or societies).
3. In respect of sales in or to North America, the reference to “8.5%” in clause 4.4 in the Main Agreement shall be changed to “17%”.
4. In respect of the sale of one or a number of Qualifying Programmes to a third party for exploitation in a number of territories both within and outside North America, in respect of which the Gross Sales Price is not expressly apportioned between North America and the other territories (or not apportioned on a genuine market-value basis), the Licensee shall apply a fair market value rate to individual Qualifying Programmes in North America and other territories, respectively.

“Effective Date”

shall mean in respect of each Prior Approval Work, (i) the date two months from the date the relevant Commercial Work was flagged on the Repertoire Database as requiring prior approval (calculated by reference to the date stamp on the Repertoire Database) or, (ii) if later, the date of signature of this extension agreement by the Licensee.

“In Context”

shall mean any of the following contexts:

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- (i) record company or artist management approved promotional material;
- (ii) clips from feature films;
- (iii) music used in the context of an interview with an artist, composer or producer where the music used is associated with the interviewee;
- (iv) live performance where the performing artist has consented to the use of the material;
- (v) programmes commissioned or produced by the relevant artist's record company or management and where the consent of the artist has been obtained for such programme.

“North America” shall mean the United States of America and Canada.

“Prior Approval Work” shall mean a Commercial Work flagged on the Repertoire Database as requiring written prior approval. A Commercial Work shall be a Prior Approval Work as of the ‘date stamp’ on the flag on the Repertoire Database.

“Relevant Member” shall mean, in relation to a given Prior Approval Work, the Member(s) (or their representatives) specified in the Repertoire Database or, if no specific “Relevant Member” is expressly identified on the Repertoire Database, the publisher(s) set out in the latest version of the list of Prior Approval Works supplied to the Licensee by MCPS.

“Repertoire Database” shall mean the database operated by or on behalf of MCPS with detailed records of Repertoire Works (as updated from time to time) as accessed by the Licensee via the PRS for Music Online Service and PRS for Music Web Services interface.

[signature page follows]

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Agreed:

Signed:

Signed:

Print name:

Print name:

Date:

Date:

On behalf of Mechanical-Copyright
Protection Society Limited

On behalf of Licensee