



Threshold Choir Song License Agreement

This Song Licensor Agreement (**Agreement***), is an agreement between you as a "**Song Licensor**" and Threshold Choir, a 501(c)3 non-profit organization ("**Threshold Choir**"). Agreement applies to our use of the songs you choose to submit to us (each a "**Song**", as further defined below) through our website located at www.thresholdchoir.org (the "**Site**") or using the transmission method identified by Threshold Choir.

Under this Agreement, you retain ownership of your Songs and grant Threshold Choir a right and license to use the Songs for the purposes described below. We've tried to be straightforward in this Agreement and want you to feel comfortable sharing your songs with Threshold Choir. If you have any questions, feel free to send us a note at help@thresholdchoir.org. By submitting a Song to Threshold Choir, you are agreeing to be bound by this Agreement. Without your agreement, your songs cannot be included in the Threshold Choir repertoire.

You'll notice that some words appear in quotes in the Agreement. They're called defined terms, and we use them so we don't have to repeat the same language again and again, and to make sure that the Agreement is consistent. We've included the defined terms throughout because we want it to be easy for you to read them in context.

1. The Basics. Below is a breakdown of a few fundamentals about being a Song Licensor to Threshold Choir and the submission of Songs.

- This Agreement recognizes you as the Song Licensor of your Song, and Threshold Choir will endeavor to give credit by attributing the Song to you where practical.
- You are granting Threshold Choir permission (also called a license) to use your Song, and to allow Threshold Choir volunteers to do so as well on our behalf. Threshold Choir is a 501(c)3 non-profit organization, and you can rest assured that we will not use your Song for commercial purposes. Please see Section 2 (License Grant), for further information. You are granting this permission only to Threshold Choir and our volunteers, so if someone reaches out to us about wanting to use your Song for purposes outside of the permission you've given us, we will forward that request to you, for you to decide whether or not you wish to give your permission for such a use.
- So long as this Agreement is in effect, Threshold Choir can continue to use your Song as described in this Agreement. However, if you change your mind and would like to withdraw your permission for Threshold Choir's use of your Song, you can do so by terminating this Agreement, which you are always free to do. To terminate this Agreement, please send an email to help@thresholdchoir.org letting us know that you would like to do so, and we will address such termination in a reasonable

period of time after we receive your message. Please see Section 8 (Term and Termination) for further information on termination.

2. License Grant. Song Licensor hereby grants to Threshold Choir and its volunteers during the Term (as defined below) a non-exclusive, revocable, royalty-free, perpetual (except as set forth in Section 8), worldwide, transferable, sublicensable right and license to reproduce, publicly perform, display, transmit, create derivative works based upon and distribute the Song, in any and all media and by any and all technologies and means of delivery, provided that, Threshold Choir will only use the Song for its non-profit purposes and in connection with Threshold Choir's execution of its mission. For clarity, such purposes may involve performing the Song as part of our fundraising activities. To honor the Song Licensor's Song, Threshold Choir will encourage its volunteers to sing the Song according to the uploaded learning track for the Song.

The "Song*" is defined as, collectively, (i) the musical composition, such as the written song notation; and (i) the sound recordings that embody the musical composition, such as the recorded learning tracks and recorded form file, and in each case, as submitted or otherwise provided by Song Licensor to Threshold Choir in connection with this Agreement. Song Licensor waives, to the extent permitted by applicable law, all rights of paternity, integrity, attribution, disclosure, withdrawal, and any other rights that may be known as "moral rights" ("**Moral Rights*** with respect to the use of the Song pursuant to this Agreement. To the extent this waiver is not permitted by applicable law, Song Licensor hereby agrees not to enforce such Moral Rights against Threshold Choir and its permitted successors, licensees, and assigns. Threshold Choir has the right to grant sublicenses to the rights granted under this Section 2 in its sole and exclusive discretion; provided that all sublicenses will be subject to the terms and conditions of this Agreement. Threshold Choir has no obligation to use the Songs for any purpose.

3. Attribution. Provided that the Song is made accessible by Threshold Choir to Threshold Choir volunteers on the Site, and to the extent not administratively burdensome, Threshold Choir will use reasonable efforts to provide attribution to Song Licensor on the applicable webpage.

4. Consideration. As consideration in full for the license and all rights granted herein, Song Licensor shall have the opportunity for their Song to be made available as part of Threshold Choir's catalog of music.

5. Ownership and Protection. Threshold Choir acknowledges that as between Threshold Choir and Song Licensor, all right, title, and interest in and to the Song are and will remain the sole and exclusive property of Song Licensor, subject only to the express rights granted herein to Threshold Choir.

6. Representations and Warranties. Song Licensor represents and warrants that: (i) Song Licensor has the full right, power, and authority to enter into this Agreement and to grant the rights granted to Threshold Choir in this Agreement, including all rights necessary to perform its obligations hereunder; (ii) Song Licensor owns or controls the Song and its underlying copyrights, including, but not limited to, public performance rights to the musical composition therein; (iii) Song Licensor has not granted and will not grant any licenses, liens, security interests, or other encumbrances in, to, or under the Song that will interfere with Threshold Choir's ability to exercise its rights as set forth in this Agreement; (iv) the Song and Threshold Choir's use of the Song as contemplated by this Agreement will not infringe, misappropriate, or violate any third party's copyright, trademark, or other intellectual property or proprietary rights, rights of publicity or privacy, or any applicable law or regulation; (v) there is no settled, pending, or threatened litigation, opposition, or other claim or proceeding challenging the validity, enforceability, ownership, registration, or use of the Song in connection Threshold Choir Song License Agreement Revised 12.7.23

with Threshold Choir's uses permitted hereunder; (vi) the public performance rights to the Song are not, and will not become, available from any performing rights society (including but not limited to BMI and ASCAP; (vii) Song Licensor shall promptly notify Threshold Choir in writing with reasonable detail of any actual, suspected, or threatened claim that use of the Song infringes the rights of any third party or any other actual, suspected, or threatened claim to which the Song may be subject; and (viii) Song Licensor has obtained all requisite consents and permissions from all persons or entities who appear on, or whose property is, identified, depicted, or otherwise referred to in the Song, as are or reasonably may be expected to be necessary for Threshold Choir to exercise its rights in the Song as permitted under this Agreement, without incurring any payment or other obligation to, or otherwise violating any right of, any such person or entity.

7. Indemnification. Song Licensor shall indemnify, defend, and hold harmless Threshold Choir and its affiliates, officers, directors, employees, agents, sublicensees, successors, and assigns (each, an "Indemnified Party*") from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "**Losses**" arising out of or in connection with any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") relating to any actual or alleged: (a) breach by Song Licensor of any representation, warranty, covenant, or obligation under this Agreement; or (b) infringement or other violation of any intellectual property or other personal or proprietary rights of any person or entity resulting from the use of the Song in accordance with this Agreement by Threshold Choir or any Threshold Choir volunteer. The Indemnified Party shall be entitled, but not obligated, to participate in its defense, and Song Licensor may not settle any Third-Party Claim without Indemnified Party's prior written approval, unless the settlement is for a monetary amount, unconditionally releases the Indemnified Party from all liability without prejudice, does not require any admission by the Indemnified Party, and does not place restrictions upon the Indemnified Party's conduct.

8. Term and Termination. The term of this Agreement commences as of the date of your agreement to this Agreement (the "**Effective Date**") and, unless terminated earlier as provided herein, will remain in force in perpetuity (the "**Term**"). Either party may terminate this Agreement at any time without cause by providing at least thirty (30) days' prior written notice to the other party. Upon the expiration or termination of this Agreement for any reason, all rights licensed under this Agreement will revert to Song Licensor, subject to the Wind-Down Period as expressly permitted below. Upon expiration or termination of this Agreement: (a) Threshold Choir may retain one archived copy of the Song solely for purposes of responding to claims or inquiries relating to the Song; and (b) Threshold Choir will have a period of ninety (90) days after such expiration or termination ("**Wind-Down Period**") to continue its use of the Song in accordance with the terms and conditions of its license hereunder. Any rights or obligations of the parties in this Agreement which, by their nature, should survive termination or expiration of this Agreement will survive any such termination or expiration, including the rights and obligations set forth in this Section 8 and the obligation to obtain permissions set forth in Section 2, Section 5, Section 6, Section 7, Section 9, and Section 10.

9. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES, OR FOR ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE, OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER EITHER PARTY

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HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS DO NOT APPLY TO: (A) SONG LICENSOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7; OR (B) LOSSES ARISING OUT OF OR RELATING TO SONG LICENSORS BREACH OF ITS REPRESENTATIONS AND WARRANTIES UNDER SECTION 6.

10. General. Threshold Choir may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Song Licensor's consent to a third party that succeeds to all or substantially all of Threshold Choir's business and assets, whether by sale, merger, operation of law or otherwise. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns. If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the parties, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement is the complete and exclusive agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the parties. Nothing in this Agreement will be construed to create a partnership, joint venture or agency relationship between the parties. Neither party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent. Except as expressly set forth in this Agreement, the exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. Either party's failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party granting the waiver. This Agreement will be governed by and construed in accordance with the laws of the State of California without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties irrevocably consent to the personal jurisdiction and venue therein. All notices required to be sent hereunder will be in writing and will be deemed to have been given when mailed by certified mail, overnight express, or sent by email, with receipt of confirmation.

Song Title: _____

Licensor Name: _____ Date _____