



SYNCHRONISATION EXTENSION LICENCE

LOML amendment terms for live streaming via EMD UK

24 July 2020

These terms ("the Additional Agreement") apply in addition (and as amendment) to the standard LOML terms ("the LOML Agreement") in circumstances where the Licensee is live streaming as part of a fitness or dance class to members of the public in the United Kingdom. Unless stated otherwise defined terms used in this Additional Agreement shall have the meaning given in the LOML Agreement.

In such circumstances:

1. Any synchronisation licences required shall be included within the terms of the LOML Agreement, notwithstanding clause 3.2 of the LOML Agreement, though such synchronisation licences shall solely cover the exploitation specifically set out in this amendment to this Additional Agreement.
2. For the avoidance of doubt, even though the LOML Agreement covers activities other than live streaming, the synchronisation rights granted under this Additional Agreement only cover live streaming and not any other form of exploitation, such as on-demand or interactive streaming or downloading. Content must not be recorded in any form, either by the Licensee or the User.
3. The Licensee shall pay the additional synchronisation licence fees set out in Appendix 1 over and above the Royalty Fees for the LOML.
4. For the avoidance of doubt, the Licensed Services concerned must not be made available outside of the United Kingdom.
5. The Licensed Services concerned must not be made available to more than 60 Users concurrently.
6. The Licensee shall provide to the Licensors details of the Musical Works live streamed in the format outlined in appendix 3 to be provided at the end of each calendar month (i) via the PRS for Music website or (ii) via PRS for Music's appointed agent (as directed by PRS for Music or the appointed agent, as applicable).
7. These rights are granted until the end of 2020 only and on an entirely non-precedential basis.