**Premier League Productions Commercial Music Blanket Licence (“PLP”)**

**Terms and Conditions (“Terms”)**

These Terms constitute the licence agreement to which Client (as defined in the definitions section below) agrees in connection with the use of its Work(s) (as defined in the definitions section below) in the Premier League Productions Commercial Music Blanket Licence or “PLP” (as defined in Section 1 below), which constitutes a binding amendment to Client’s Agreement with Sentric. By clicking the “approve” button in the Opt-in form (as defined in the definitions section below) and opting in to these Terms, Client agrees to be legally bound by these Terms. This will constitute valid approval pursuant to the approval rights clause within the Agreement for use of Client’s Work(s) in the PLP (and subsequent use of the Work(s) in PLP Usage if chosen for use by Premier League Productions) and will satisfy all obligations of Sentric to seek approval for use of the Work(s) within the PLP Usage from Client and/or for any syncronisation which derives therefrom.

1. **Premier League Productions Commercial Music Blanket**. The Premier League Productions Commercial MusicBlanket or “PLP” is a library of sound recordings that Sentric will make available to Premier League Productions (as defined in the definition section below), allowing them to incorporate excerpts of Work(s) in the PLP Usage for entertainment and/or commercial purposes.

1. **Opt-In Process**. Client must confirm to Sentric its agreement to the Terms set out herein in relation to the exploitation of Client’s Work(s) within the PLP Usage in the PLP. Client’s agreement may be given by clicking on the “approve” button of the Opt-in form, which is contained in the email sent from Sentric to Client, which advertises the PLP opportunity, or by any other equivalent means (as defined by Sentric in its sole discretion). Client agrees that such agreement to these Terms shall constitute a valid amendment to the Agreement, which shall be legally binding on the parties, even in the absence of an electronic signature. Client represents and warrants that the person agreeing to these Terms is either the Client, a legal representative of the Agreement, or a person with full power and authority to bind Client to these Terms. Sentric reserves the sole right at any time to modify, discontinue or terminate the PLP (or any portion thereof) from our services. If Sentric requires any further modification of these Terms, Sentric shall communicate such change to Client in advance on reasonable notice (email sufficient) before such change is to become effective. If Client does not agree to the change, Client must opt-out of the PLP before the change takes effect. By continuing activation of the PLP after Sentric makes and posts any such modification, Client agrees to be legally bound by the revised Terms.
2. **Eligibility Criteria**. In order for one or more of Client’s Work(s) (as defined in the definitions section below) to be included in the PLP, Client must meet the following eligibility requirements:
* Client acknowledges that it is bound by a valid Agreement with Sentric; and
* Client represents that it owns or controls the Work(s).

**4. Term**.

**4.1** These Terms will commence from the date on which Client accepts these Terms via the Opt-In Form and shall thereafter continue for a period of three (3) months (**Initial Period**) and thereafter it shall automatically continue for additional three (3) month extension periods (**Rolling Period(s)**) until such time as either Party delivers to the other Party, at least ninety (90) days before the expiration of the Initial Period or then-current Rolling Period, written notice of revocation of the Opt-in to these Terms (pursuant to clause 9 of these Terms and Conditions, below) (**Term**).

**4.2** Notwithstanding the end of the PLP Term, Client hereby agrees and acknowledges that any rights granted by Client hereunder that are licensed to Premier League Productions (as defined below) during the PLP Term may continue, in full force and effect, for the duration of the term of the applicable license (including, if applicable, in perpetuity in relation to archival rights).

**5. Territory**. World, unless otherwise specified in the Agreement (“**PLP Territory**”).

**6. Grant Of Rights.**

**6.1** Client hereby agrees that the rights granted by Client to Sentric under the Agreement include or are otherwise supplemented, as applicable, by the rights granted by Client to Sentric, as set out below for the purposes of the PLP, throughout the PLP Territory and during the PLP Term, including for purposes of sublicensing them to Premier League Productions for use of the Work(s) in the PLP Usage:

The non-exclusive: (i) Synchronisation Right; (ii) Broadcast Right; (iii) Reproduction Right; (iv) In-context Advertising Right; and/or (v) Streaming Right as may be applicable for the usage of the Work(s) in the PLP Usage (as defined in the definitions section below).

**6.2 Moral Rights Waiver**. To the extent permissible by Applicable Law, Client undertakes to ensure that they irrevocably and unconditionally waive and (where waiver is not permitted by Applicable Law) agree not to assert against Sentric and Premier League Productions, its permitted assigns and licensees, any and all moral and like rights that they are afforded as authors of the Work(s) have in the Work(s) (including author’s and performer’s moral rights).

**7. Fees.**

**7.1** Applicable usage fees (**Fees**) for the use of Client’sWork(s) in the PLP Usage shall vary on the type of PLP Usage produced by Premier League Productions (as stipulated in the definition of PLP Usage). All applicable Fees are contained in Schedule 1 of these Terms. For the avoidance of doubt, the Fees detailed in Schedule 1 of these Terms are based on one hundred percent (100%) publishing control and are on a so called ‘most favoured nations’ basis with master fees.

**7.2** Fees for usage of Work(s) by PLP pursuant to these Terms will be paid to Client pursuant to the relevant payment terms of the Agreement. Premier League Productions shall be accounting to Sentric quarterly, in arrears, in relation to usage. Client will then be paid such Fees pursuant to the accounting provisions in their Agreement.

**8. Reporting**. Subject to Sentric receiving the relevant reports from Premier League Productions, Client will be provided with quarterly statements detailing the sums Sentric owes Client, as set out in the Agreement.

**9. Revocation of Inclusion within PLP**.

**9.1** Client may, at their own discretion, send a notice to request for removal from the PLP with three (3) months’ notice.

**9.2** If Client elects to exercise such removal right, Client shall send an electronic takedown notice to Sentric to the following email: sms@sentricmusic.com which references this Section 9 of the Terms and identifies the applicable Work(s). Please note that where a takedown notice is requested, the whole of Client’s catalogue of Work(s) shall be removed from the PLP (i.e. individual Work(s) will not be taken out of the PLP and revocation will apply to Client’s whole catalogue of Work(s)).

**9.3** Upon receiving the revocation notice provided for in clause 9.2 above, the Work(s) will be removed from the PLP at the first three (3) monthly renewal date following Client’s revocation date.

**10. Termination.**

**10.1** Sentric may terminate the PLP Term for any or no reason during the PLP Term. Client may be notified of such termination by Sentric at the email address Client used to approve these Terms, or by any other means chosen by Sentric.

**10.2** In the event that Sentric terminates these Terms, Client acknowledges and agrees that any PLP Usage may remain accessible in the All Media.

**11. Representation and Warranties**. With respect to the use of the Work(s) in the PLP Usage, Client will give the same representations and warranties as those made under the Agreement, which shall include, for the sake of clarity, or be otherwise supplemented, as applicable, with the following representation and warranties:

* 1. That Client has the right to grant rights granted herein, and that the use of the Work(s), as authorized herein, delivered, or selected by Client or on behalf of Client for use in connection with the PLP, will not violate the rights of any third party; and
	2. That Client has obtained and paid in full for all rights, consents and licenses required in connection with the exploitation of the Work(s).

**12. Indemnification**. Client agrees to indemnify Sentric from the same liability as those described under the Agreement, arising out of, or resulting from any third-party Claims (as defined in the Agreement) that, if true, would constitute a breach of these Terms by Client, including any Claims arising from or related to the rights, permissions and authorizations granted in these Terms or the exercise thereof.

**13. Master Clearance.** Premier League Productions will be responsible for obtaining any synchronization rights and for obtaining licenses in public performance/communication to the public and reproduction rights in the master recordings embodying the Work(s), that are necessary for the exploitation of the Work(s) as envisaged for inclusion in the PLP. Therefore, in the absence of such licenses, Premier League Productions reserves the right not to include any of the Work(s) in the PLP.

**14. No obligation to use.** For the avoidance of doubt, nothing herein obligates Sentric, nor Premier League Productions, to exploit any of the Work(s) via the PLP. Further, Sentric may remove or disable access to any of the Work(s) in the PLP, for any reason, or no reason at all, including in the event that Sentric receives any Claim that, if true, would constitute a violation of Client’s representations and warranties hereunder.

**15. General**. The Agreement remains in full force and effect except as modified or supplemented by these Terms. To the extent that the terms of the Agreement and these Terms conflict, the conflicting terms of these Terms shall prevail. The provisions contained in these Terms which by their nature and context survive or are expressly intended to survive the expiration or termination of the PLP Term will so survive and continue in full force and effect until they are satisfied or by their nature expire. Copies of these Terms have been transmitted to Client via a link included in an email sent to Client. Sentric also invites Client to save these Terms in permanently accessible storage. Such copies will be deemed to be originals for all purposes and will be binding upon Client and Sentric. The governing law and dispute resolution provisions of the Agreement also apply to these Terms.

**16. Definitions.**

“**Agreement**” means the valid and binding agreement relating to the administration of Client’s musical works/compositions by Sentric entered into between Client and Sentric prior to the date hereof.

“**All Media”** means all media now known or hereafter invented.

“**Applicable Law**” means the applicable law as defined in the governing law provision of the Agreement.

“**Broadcast Right**” means the non-exclusive right to exhibit or communicate to the public (as applicable) the PLP Usage in the PLP Territory during the PLP Term in All Media.

“**Claim**” has the same definition as in the Agreement.

“**Client**” means the Registered User(s) or Writer(s) or Owner(s) or Catalogue Owner or Rightsholder (as defined within the Agreement with Client, as applicable, i.e. the party who granted music administration rights to Sentric pursuant to the Agreement).

“**Opt-In Form**” means the electronic form which is contained in the email from Sentric to Client to promote the PLP opportunity.

“**In-Context Advertising Right**” means the non-exclusive right to exhibit or communicate to the public trailers embodying the PLP Usage in timed relation with the same visual images and soundtrack as originally fixed in the PLP Usage solely for the purpose of promoting the exhibition or communication to the public (as applicable) of the PLP Usage in the PLP Territory during the PLP Term in All Media solely relating to the promotion of the PLP Usage.

“**PLP Usage**” means audiovisual content created by Premier League Productions embodying the Work(s), currently entitled: (i) Fixture Promos; (ii) Premier League Fixture Montage; and (iii) In-Programme Use.

“**Premier League Productions**” means **IMG MEDIA LIMITED**, with offices at Building 6, Chiswick Park, 566 Chiswick High Road, London W4 5HR and/or its affiliates.

**“Reproduction Right”** means the non-exclusive right to mechanically reproduce copies of the PLP Usage in All Media in the PLP Territory for the PLP Term.

“**Sentric**” means Sentric Music Group Limited and subsidiaries and associated companies including but not limited to Sentric Music Limited, Black Rock Publishing Limited and Sentric Music Publishing Limited (and their respective successors and assigns, affiliates and or group companies).

“**Streaming Right**” shall mean the non-exclusive right by way of secure internet transmission of the PLP Usage which is simultaneous with its display on the end user’s device, but which does not result in a file being retained permanently or temporarily by the end user (except as may be temporarily required as a data buffer to facilitate the streaming).

“**Synchronisation Right**” means the non-exclusive right to reproduce the Work(s) in timed relation with the PLP Usage solely for the purposes of exploitation of the PLP Usage for the PLP Term and in the PLP Territory, provided that Work(s) as embodied in the PLP Usage cannot be altered or manipulated or combined with or reproduced together with any visual or audio material (except for the visual image of the PLP Usage with which it was originally reproduced) in any manner.

“**Terms**” means these terms and conditions.

“**Work(s)**” means the musical compositions which are subject to the Agreement (including lyrics and arrangements of such musical compositions) owned and/or controlled by Client and administered by Sentric on behalf of Client.

**SCHEDULE 1 – Fees:**

|  |
| --- |
| **FIXTURE PROMOS** |
| FEES CODE | **EXAMPLES**Team A v Team B promoPromos for a specific Premier League player  |
| £750 | 12 days | A |
| £1,000  | 20 days | B |
| £1,500 | 3 months | C |
| £2,500 | 1 year | D |
| TERMS |
| Media | All Media |
| Term | As above + archival use (online) |
| Territory | World |
| Use(s) | 1x |
| Duration | Up to 60s + cutdowns |

|  |
| --- |
| **PREMIER LEAGUE FIXTURE MONTAGE** |
| TERMS CODE | **EXAMPLE**Team A v Team B Montage |
| Media | All Media | E |
| Term | 1 Week + archival (online) |
| Territory | World |
| Use | 1x |
| Duration | Up to full duration + cutdowns |
| Fee | £350 p/side |

|  |
| --- |
| **IN-PROGRAMME USE** |
| FEES CODE | **EXAMPLES**Preview & Post-match showsHighlights / Analysis showsInterview / Discussion showsStories / Documentaries |
| £350  | Up to 60s + cutdowns | F |
| £500  | Up to 90s + cutdowns | G |
| £700  | Up to 120s + cutdowns | H |
| £800  | Up to full duration + cutdowns | I |
| TERMS |
| Media | All Media |
| Term | In Perpetuity |
| Territory | World |
| Use(s) | 1x |
| Duration | As Above |