

TERMS & CONDITIONS

CVL Video Licence Germany

Please note: The German version of these terms is legally binding. You can find the German version at www.ccli.de/cvl.

1. CCLI hereby grants LICENSEE a non-exclusive Licence to publicly perform certain pre-recorded home videocassettes and videodiscs on its premises.

2. CCLI warrants and represents that it has secured the appropriate rights, under the Copyright, Designs and Patents Act 1988 Chapter 48 Part I Chapter II Sections 16 & 19, to grant this Licence.

3. "Term" shall mean the period beginning on the "Start Date" and continuing thereafter for periods of one (1) year each, unless cancelled by either party at the end of said period or any subsequent period, upon sixty (60) days advance written notice by regular mail to the other party. Each one (1) year period during the term is referred to herein as a "contract year".

4. The public performance authorised by this Licence shall take place on the premises specified in the application. The audience will be limited to LICENSEE'S premises and no specific titles will ever be advertised or publicised to the general public, and no admission or other fee will be charged to the audience.

5. The agreed Licence fee for the first contract year of this Licence is as specified on the current application form and is payable to CCLI. (The Licence fee is based upon facts provided by LICENSEE to CCLI). Subsequent contract years may include adjustments (i) based upon or equal to the Consumer Price Index (CPI) subsequent to the prior Licence fee adjustment, and (ii) reflecting an increase in the number of attendees at performances conducted pursuant to this Licence. On an annual basis, or upon request by CCLI, LICENSEE shall furnish CCLI with the information CCLI may require to determine the Licence fee for subsequent contract years. The Licence fee for each subsequent contract year shall be due and payable no later than each anniversary date during the term of this Licence.

6. The specific titles which may be publicly performed by LICENSEE under this Licence are motion pictures produced and/or distributed by CCLI affiliated motion picture companies only. CCLI represents that it or its motion picture company licensors may not possess the appropriate rights to certain individual titles, or due to the expiration of those rights during the term of this Licence, CCLI may send LICENSEE at any time during the term of this Licence binding notices that certain titles cannot be or may no longer be publicly performed under this Licence. Such notices shall be binding and effective upon LICENSEE when received.

7. LICENSEE may publicly perform the specific titles covered by this Licence by means of lawfully manufactured pre-recorded home videocassettes and videodiscs of those titles, acquired by LICENSEE from any legitimate source. The responsibility for obtaining home videocassettes and

videodiscs is that of LICENSEE, and that the costs of acquiring such home videocassettes and videodiscs are to be borne solely by LICENSEE and are separate and distinct from the agreed public performance Licence fee.

8. LICENSEE may not duplicate, edit or otherwise modify the home videocassettes and videodiscs obtained for public performance purposes under this Licence.

9. Any separate fees which may be due to music publishers, or collection societies for music publishers, for the right to publicly perform the music contained in any of the motion pictures covered by this Licence are solely LICENSEE's responsibility and are not the responsibility of CCLI.

10. This Licence may not be assigned by LICENSEE, but may be assigned by CCLI.

11. In the event that a determination is made by a taxing authority or court of law in which LICENSEE conducts business that the activity licensed herein renders LICENSEE liable for the payment of a gross receipts, sales, business use or other tax which is based on the amount of CCLI's receipts from LICENSEE, then LICENSEE shall reimburse and indemnify CCLI within thirty (30) days of notification therefore for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE.

12. Any notices which LICENSEE or CCLI send to each other shall be sent, postage prepaid, to the address provided and to LICENSEE as listed in the Licence application form.

13. CCLI reserves the right, exercisable upon 30 days' written notice, to terminate this Licence on account of any breach by LICENSEE of its terms and conditions. In the event of such termination, there shall be no refund of the Licence fee. A waiver by CCLI or by LICENSEE of any specific breach by the other shall not constitute a waiver of any prior or subsequent breach.

14. In the event CCLI engages an attorney to enforce its rights under this Licence by virtue of the breach on the part of LICENSEE, of any term of this Licence, LICENSEE agrees to pay the reasonable costs and reasonable attorney fees incurred by CCLI.

15. LICENSEE acknowledges by payment of the Licence fee published on the current application form that the information provided by LICENSEE herein is true, correct and complete in all respects. This Licence has been duly authorised and constitutes a legal, valid and binding obligation upon LICENSEE and is enforceable by its terms and conditions.

16. Any and all rights not granted to LICENSEE in this Licence are expressly reserved to CCLI and/or its motion picture licensors

17. The Licence application form and these Terms and Conditions together contain the full and complete agreement between CCLI and LICENSEE, and shall be construed in accordance with the laws of Germany and the parties hereby submit to the non-exclusive jurisdiction of the German Courts.