



Non-Commercial License 1022934

Executed on 04/11/2022

Licensee Information

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Component Information

Component: Partial Lyric Reprint in Book
Type: Print
Product Title: Once Apostolic, Still Black
Copies: 1

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<u>Limitations</u>	In this Agreement, Licensor's grant of rights is limited to only the share of the Composition Licensor controls. Licensee must obtain a license for any share of the Composition not controlled by Licensor. Licensee's failure or inability to secure all rights to use the Composition is in no way Licensor's responsibility and will not affect its rights in this Agreement. In the event Licensor does not control one hundred percent (100%) of the Composition, Licensee agrees to obtain permission from and make payments to all non-Licensor parties.
<u>Reservation of Rights</u>	Licensor hereby reserves unto itself all rights of every kind and nature, except those expressly granted to Licensee above.
<u>Label Copy</u>	On the permanent packaging or digital playback of the product containing the Composition, Licensee must include the Label Copy as listed in Schedule A or otherwise make reasonable efforts to include the title of the Composition, the name(s) of the songwriter(s), publisher(s), administrator(s), if any, and the name of the applicable performing rights affiliate(s). Any failure to comply with the requirements of this Paragraph must be remedied on the next subsequent distribution.
<u>Most Favored Nations</u>	Licensee warrants and represents that, with respect to the Royalties owed pursuant to this Agreement, no other musical composition will be licensed for use in connection with the product listed below by or on behalf of another publisher on a more favorable basis than is provided to Licensor. In the event any musical composition receives more favorable consideration with respect to Royalties, Licensee agrees that such more favorable basis will immediately be paid to Licensor on a retroactive basis for the Composition(s) licensed in this Agreement.

<u>Audit</u>	<p>Licensee will maintain accurate and complete records and books of account containing all information needed to compute and verify the amounts payable to Licensor under this Agreement. Licensor may examine and audit Licensee's books and records in accordance with the following terms and conditions: Licensor may make such an examination for a particular statement only once and may exercise its right to audit no more than one (1) time in any given twelve (12) month period; Licensor may only audit books and records relating to a particular royalty statement within three (3) years after the date rendered; and Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice. Such audit will be conducted at Licensor sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of ten percent (10%) or more of the total amount accounted to Licensor during the accounting period(s) audited, then Licensee must pay to Licensor all reasonable audit costs, including travel, hotel, and per diems, together with the underpayment. Any royalty shortfall will bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).</p>
<u>Termination</u>	<p>In the event Licensee fails to account to Licensor and/or pay Royalties as required under this Agreement, Licensor may give written notice, with email notification being sufficient, of the default and/or breach to Licensee. Unless the default is remedied within thirty (30) days from the date of the notice, this Agreement will automatically terminate. Such termination will render the making and/or distribution of all Products for which royalties are owed actionable as acts of infringement, which may be deemed willful, under and fully subject to the remedies provided for by the Copyright Act.</p>
<u>Warranties and Representations</u>	<p>Licensor warrants and represents that it has the full right and authority to grant this license. If said warranty is breached, in whole or in part, Licensee's sole remedy will be the repayment of the consideration paid to Licensor under this Agreement.</p>
<u>Indemnity</u>	<p>Each Party agrees to indemnify the other and save and hold the other harmless from any and all claims, causes of action, damages, liabilities, costs, losses, and expenses (including legal costs and attorney's fees) arising out of or connected with any claim, demand, or action that is inconsistent with any of the warranties and/or representations it has made in this agreement.</p>
<u>Trademark</u>	<p>Licensee warrants and represents that it will not file a trademark, service mark, or similar trade name registration which includes the title and/or any lyrics of the Composition, and that Licensee will not claim any trademark, service mark, or similar trade name rights in or to any name which includes the title and/or any lyrics of the Composition, whether at law, common law, and/or in equity. Licensee further understands, acknowledges, and agrees that, to the extent any trademark, service mark, or similar trade name rights (including any and all associated goodwill) accrue from Licensee's or it's designee's use of the title and/or any lyrics of the Composition, such rights (including any and all associated goodwill) will be exclusively and perpetually owned by Licensor.</p>
<u>Governing Law</u>	<p>This Agreement has been entered into in the State of Tennessee, and its validity, construction, interpretation, and legal effect will be governed by the laws of the State of Tennessee applicable to contracts entered into and performed entirely within the State of Tennessee without regard to conflict of laws principles.</p>
<u>Venue</u>	<p>All claims, disputes, or disagreements which may arise out of the interpretation, performance, or breach of this Agreement must be submitted exclusively to the jurisdiction of the state courts or Federal District Courts located in Nashville, Tennessee.</p>

Miscellaneous

1. This Agreement is binding upon the heirs, legal representatives, successors and assigns of each of the Parties.
2. At all times during the Term of this Agreement, the Parties will act as and represent themselves to be, independent contractors, and not an agent, partner, joint venture, or employee of the other Party.
3. This Agreement contains all of the terms agreed between the Parties and replaces any and all previous agreements, whether written or oral, concerning the subject matter of this Agreement.
4. Neither Party may use any website links, company logos, or trademarks of the other Party without prior written permission.
5. No Composition licensed in this Agreement may be used as sales inducements for other songs or products. This does not preclude Compositions under this Agreement from being promoted alongside other songs under other licenses, only that Compositions may not be discounted or given away, without specific written agreement from Licensor.
6. No use, gratis or otherwise, of the Compositions is permitted unless such use is specifically authorized by Licensor in this Agreement. Any unauthorized use of the Compositions is not subject to the cure provision set forth above and will instead result in immediate termination of this Agreement and be subject to Royalties due in an amount to be determined in the sole discretion of Licensor. In such instance, any continued use by Licensee after termination will be actionable as acts of infringement and fully subject to the remedies provided by the Copyright Act.
7. This instrument constitutes the entire agreement between the Parties and cannot be modified except by separate written instrument signed by the Parties herein.

Schedule A

Song Title:	Why We Sing - (CMG Song# 46201)
Writers:	Kirk Franklin
CCMG Control:	100.00%
Timing:	n/a
Song Rate:	50.0000
Song Amount:	\$50.00
Song Uses:	1
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