



GALA AGREEMENT

This Copyright Use Agreement (the “Agreement”), effective as of _____ (the “Effective Date”), is by and between **TRESÓNA MULTIMEDIA, LLC** (“Tresóna”), an Arizona Limited Liability Company with a principal place of business located in Scottsdale Arizona, and _____ a(n) _____ with a principal place of business located at _____ (“GRANTEE”).

(Completed by Tresóna)
(Full Legal Name) *(State)* *(Entity Type)*
(Address)

1. DEFINITIONS

- 1.1. “**Affiliate(s)**” means any entity that directly or indirectly Controls, is Controlled by or is under common Control with a party.
- 1.2. “**Audio-Visual**” means any specific presentation of Covered Compositions in conjunction with images, whether moving or still.
- 1.3. “**Authorized Streaming Platform**” means Facebook, Instagram, YouTube, TikTok, SnapChat, or GRANTEE’s own website.
- 1.4. “**Authorship Credit**” shall mean the credit included in the description of a Performance Video that identifies the official title and authors of a Covered Composition embodied therein.
- 1.5. “**Classification of Trade**” shall mean a non-Professional choir or singing group that is part of the Gay and Lesbian Association of Choruses (“GALA”).
- 1.6. “**CNS Rights Holder(s)**” shall mean Rights Holder(s) that have also authorized Tresóna to include a Covenant Not to Sue to GRANTEE.
- 1.7. “**Covered Composition(s)**” shall mean all the musical works to which Tresóna shall have the right to grant the Synchronization Streaming Rights.
- 1.8. “**Download**” or “**Downloading**” means (i) the limited single digital transmission (other than a Stream) of a Covered Composition as embodied in Performance Video (a) delivered by a grantee to a viewer’s personal device which is available for personal home use by such viewer or (b) deemed successfully delivered by a grantee (i.e., regardless of whether the content was actually delivered, the viewer having not received a refund) to a viewer or (ii) the digital copy that results from the process of Downloading.
- 1.9. “**Organization**” means a nonprofit person or entity.
- 1.10. “**Performances**” means musical performances by the Classification of Trade.
- 1.11. “**Performance Video(s)**” means a non-commercial short-form Audio-Visual work embodying live Performances of one or more Covered Compositions by the Classification of Trade, distributed as an online, interactive digital video Stream (but not Download).

- 1.12. “**Product Endorsement**” means the use of music and/or lyrics to directly promote or advertise a brand, product, or goods and/or use of music and/or lyrics in such a manner that viewer would associate such music with a brand, product, or goods.
- 1.13. “**Professional**” ensemble or soloist means an ensemble or soloist whose performers are primarily engaged and paid by Organization or the specific ensemble within the Classification of Trade to perform.
- 1.14. “**Rights Holder(s)**” means copyright owners, assignees, exclusive licensees, or their agents or assigns, that own, control, and/or administer synchronization rights in the Covered Compositions and have authorized TRESÓNA to grant Synchronization Streaming Rights to GRANTEE.
- 1.15. “**Service**” means the service owned, controlled, and operated by Tresóna, specifically in accordance with the descriptions contained herein, and branded under the name “Tresóna” or “liSynce”.
- 1.16. “**Stream**” or “**Streaming**” means: (a) the process of delivering a single digital transmission (other than a Download) of a Covered Composition from servers, whereby such transmission is contemporaneous or nearly contemporaneous with a viewer being able to perceive the same, and which is not intended to be, or capable of being, copied or stored on a viewer’s device in any format or for any period of time or (b) the digital transmission made in the process of Streaming.
- 1.17. “**Synchronization Streaming Rights**” shall mean the non-exclusive rights to, via an Authorized Streaming Platform, digitally transmit, broadcast, Stream, record, reproduce, make available, or otherwise disseminate (but not Download) Performance Videos, with or without visual images, including, without limitation, via the Internet, through wire or wireless telecommunications, through computer networks and/or through mobile phone technology, and the right to store and reproduce the Covered Compositions on Authorized Streaming Platform server(s) solely as necessary for a grantee to exercise the granted rights.

2. GRANT OF RIGHTS

- 2.1. **Grant of rights.** Subject to the terms and conditions herein, Tresóna hereby grants to GRANTEE the Synchronization Streaming Rights for Covered Compositions in the Territory; provided that GRANTEE must enable Rights Holders to claim and monetize Performance Videos on Authorized Streaming Platforms. GRANTEE shall not have any right to, and will not, claim and/or monetize any Performance Videos Streamed on Authorized Streaming Platforms. Unless Rights Holders expressly approve of such use in writing, this Section 2.1 grant **does not include**:
 - 2.1.1. the right to publicly perform the Covered Compositions;
 - 2.1.2. the right to arrange, adapt, modify, or otherwise alter the Covered Compositions;
 - 2.1.3. the right to graphically reproduce the Covered Compositions in any form whatsoever;
 - 2.1.4. the right to use the Covered Compositions for the purposes of, or in connection with, Product Endorsement, advertising, or other commercial use;
 - 2.1.5. the right to create a Performance Video of a dramatic Performance (e.g., an opera, operetta, or musical show), including without limitation the use of copyrighted names, characters, or likenesses from any dramatic production, television show, movie, cartoon, book, or story in the Performance Video or in any promotional materials;

- 2.1.6. the use of the Covered Compositions in the form of a parody, pastiche or burlesque of a Covered Composition, of any composer or writer of a Covered Composition, or any band or other group of artists which includes any composer or writer of a Covered Composition;
 - 2.1.7. the use of the Covered Compositions where there is a derogatory, facetious, obscene or demeaning reference to the Covered Compositions, its composer(s) and author(s) or the performing artist, or Rights Holder;
 - 2.1.8. the use of the Covered Compositions for political, religious, or pornographic purposes or the use in any other context which GRANTEE ought reasonably to consider as being likely to be insulting or detrimental to the author (which shall include, without limitation, uses of the Covered Composition in connection with alcohol, tobacco, firearms and/or illegal activity); and/or
 - 2.1.9. the right to authorize any third parties to do any of the above.
- 2.2. **Tresóna Identification Number (“TIN”).** Upon execution of this Agreement, Tresóna shall issue GRANTEE a unique TIN. GRANTEE is required to include its TIN in a conspicuous area on each Performance Video uploaded to an Authorized Streaming Platform (e.g., in the video description) in the following form: “Tresóna Identification Number _____.”
 - 2.3. **Performance Video Takedown.** Rights Holders or Tresóna may (at their sole discretion) temporarily or permanently take down or require GRANTEE to temporarily or permanently take down (including by muting, in whole or in part) certain Performance Videos embodying a Covered Composition at any time for any reason. Upon receipt of such notice, GRANTEE shall cease to include Covered Compositions within Performance Videos on a prospective basis (and/or remove existing Performance Videos from the Authorized Streaming Platforms, as the case might be) as promptly as possible, but in no event later than two (2) business days following receipt of such notice. GRANTEE agrees not to dispute any take down and to assist Rights Holders and Tresóna in affecting any such take down.
 - 2.4. **Reservation of Rights.** All rights not expressly granted herein are reserved to Rights Holders. Except as specifically stated herein, the rights granted under this Agreement do not include any other rights, including without limitation, rights of public performance, karaoke, music notation display, grand rights, and the right to alter the fundamental character or melody of a Covered Composition, any rights to use a Covered Composition for or in connection with a marketing campaign, product tie-in, or other promotional activity which might directly or indirectly imply a songwriter or Rights Holder sponsorship or endorsement of any product or service, including without limitation, the GRANTEE, Organization, or Classification of Trade, as set forth in this Agreement. This Agreement does not grant any right to use the name, signature, voice, likeness, biographical materials, or other information concerning the composer of any Covered Composition, provided, however that GRANTEE shall have the right to use the titles of Covered Compositions and the names of the writers of Covered Compositions for purposes of identifying such Covered Compositions on the Authorized Streaming Platforms for the purposes of providing Authorship Credit.
 - 2.5. **Additional Acknowledgments.** GRANTEE further acknowledges and agrees that: (i) GRANTEE must comply with all applicable laws in its use of the Covered Compositions; (ii) the Covered Compositions offered hereunder are for individual personal use only and GRANTEE is not granted any commercial, sale, resale, reproduction, distribution or promotional use rights for the Covered Compositions, including any rights for uses that require a synchronization or public performance license (other than what is permitted under the Agreement) with respect to the underlying musical work; (iii) the unauthorized reproduction or distribution of the Covered Compositions are expressly prohibited and may violate applicable law; (iv) GRANTEE is not permitted to modify, edit or repurpose the Covered Compositions,

including but not limited to, by repurposing sound recordings for use as ringtones; (v) GRANTEE is not permitted to infringe the rights of the copyright owner(s); (vi) GRANTEE is not permitted to share with or transfer to others sound recordings or Performance Videos embodying Covered Compositions Streamed via the Authorized Streaming Platforms, including, but not limited to, by sharing account log-in details; and (vii) GRANTEE is bound by all other limitations as stated herein.

3. COVENANT NOT TO SUE

3.1. **Covenant Not to Sue.** Provided GRANTEE's use of a Covered Composition complies with **all** terms and conditions of this Agreement (including without limitation Sections 2 and 8), CNS Rights Holder, on behalf of itself, its Affiliates, and their respective successors and assigns, hereby covenants not to sue, bring suit or otherwise assert any claim (at law, in equity, in any regulatory proceeding or otherwise) before any court, arbitrator, mediator, or administrative agency anywhere in the Territory for copyright infringement against GRANTEE, or any of its or their respective directors, officers or employees, in connection with (i) the creation, uploading, Downloading, storing, transmitting, performing, Streaming, sharing, and distribution of Performance Videos embedded with Covered Compositions in the Territory granted by the Service, and (ii) the reproduction, synchronization, distribution, public and private performance, and making of derivative works of Covered Compositions in the Territory in connection therewith. For the sake of clarity, not every Rights Holder(s) is a CNS Rights Holder. Upon GRANTEE's request, Tresóna will provide GRANTEE a list of each CNS Rights Holder.

4. TERRITORY

4.1. The Territory of this Agreement is the United States.

5. EXAMINATION OF BOOKS

5.1. Tresóna, upon giving reasonable notice to GRANTEE in writing, shall have the right to examine the books and records of account of GRANTEE which pertain solely to this Agreement, and which may be necessary to verify any statements rendered and accountings made hereunder.

6. TERM

6.1. **Term.** The term of this Agreement shall commence on the Effective Date and shall expire one year therefrom, unless sooner terminated pursuant to the terms of this Agreement. Upon expiration (or earlier termination) of the Term, all GRANTEE's rights hereunder shall terminate. For clarity, after the termination or expiration of the Term, GRANTEE will not be permitted to use the Covered Composition(s) and GRANTEE shall cease to include Covered Compositions within Performance Videos on a prospective basis and/or remove existing Performance Videos from the Authorized Streaming Platforms.

6.2. **Termination by Tresóna.** Without limiting any other remedy available at law or equity, Tresóna may terminate this Agreement, effective upon written notice to GRANTEE, if GRANTEE breaches (e.g., failure to make payments when due) any of the provisions of this Agreement and fails to cure same within thirty days (except for the failure to pay any fees or royalties due hereunder, in which case the period for cure shall be fifteen days) after GRANTEE's receipt of such written notice. In addition, without limiting any other remedy available at law or equity, Tresóna may terminate this Agreement if GRANTEE is unable to pay its debts when due, makes any assignment for the benefit of creditors, files any petition under the bankruptcy or insolvency laws, has a receiver or trustee to be appointed for its business or property, or is adjudicated bankrupt or insolvent. Upon any expiration or termination of this Agreement, GRANTEE shall immediately cease to exercise any of the rights otherwise granted hereunder. Notwithstanding the foregoing, Sections of this Agreement which by their nature are intended to survive

the expiration or termination of the Term shall survive. In the event of such termination, GRANTEE will not be entitled to any refund.

6.3. **Cancellation by GRANTEE.** In the event GRANTEE ceases to operate as an Organization, GRANTEE may cancel this Agreement upon giving sixty days' notice in writing to Tresóna. In the event of such cancellation, Tresóna agrees to refund to GRANTEE the product of (a) the royalty fee calculated in Section 7 and (b) the remaining days left in the Term as of the effective date of the cancellation divided by 365. For clarity, after the cancellation of the Term, GRANTEE will not be permitted to use the Covered Composition(s) and GRANTEE shall cease to include Covered Compositions within Performance Videos on a prospective basis and/or remove existing Performance Videos from the Authorized Streaming Platforms.

7. ROYALTY FEES

7.1. **Royalties.** In consideration of the grant of rights herein, GRANTEE agrees to pay Tresóna a royalty fee, which shall be calculated in Exhibit A.

7.2. **Payment.** The royalty fee due shall be paid by GRANTEE to Tresóna within sixty days after the Effective Date. The royalty fee charged, and method of royalty fee calculation, herein is, and shall be considered, non-precedential.

8. REPORTING USE OF COVERED COMPOSITIONS IN PERFORMANCE VIDEOS

8.1. **Use Reports.** GRANTEE shall report to Tresóna (a) the title of each musical work included within a Performance Video that has been Streamed by GRANTEE on an Authorized Streaming Platform, (b) the author(s) of each such musical work, (c) upload date of the Performance Video, and (d) each Authorized Streaming Platform(s) on which the Performance Video was Streamed, including each URL. Each Performance Video shall be reported to Tresóna no later than fourteen days following the date on which the Performance Video was uploaded to an Authorized Streaming Platform. Once reported, a Performance Video does not need be reported again during the Term but must be re-reported in any subsequent term. A sample Use Report is attached as Exhibit B.

9. REPRESENTATIONS AND WARRANTIES

9.1. **Mutual.** Each party hereto represents, warrants and covenants to the other party the following: (i) such party has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (ii) when fully executed by the parties hereto, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iii) such party acknowledges that the other party makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this Agreement.

10. NOTICES

10.1. Unless otherwise explicitly stated in the Agreement, any notice, consent, approval, demand, or other communication to be given to GRANTEE or to Tresóna shall be sent to GRANTEE or Tresóna at the address referenced below. Any notice, consent, approval, demand, and/or other communication hereunder shall be hand delivered or sent by certified mail, return receipt requested, or via over-night delivery services. Any notice shall be deemed complete the date of receipt, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed, and (b) air express or courier (e.g., UPS, FedEx, etc.) materials shall be deemed served on the day of delivery to the recipient.

To GRANTEE:

To Tresóna Multimedia LLC:

7349 N. Via Paseo Del Sur
Ste. 515, Box 477
Scottsdale, AZ 85258-3749
Attention: Jann-Michael Greenburg
JMG@Tresónamultimedia.com

11. RELATIONSHIP

- 11.1. **No Partnership.** Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto, except as specifically provided for herein; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any person or entity as having authority.

12. GENERAL PROVISIONS

- 12.1. **Miscellaneous.** No change, modification, waiver or termination of this agreement shall be binding upon either party unless it is made by an instrument signed by an authorized officer of the party against whom enforcement is sought. A waiver by either party of any provision of this Agreement in any instance shall not be deemed a waiver of such provision, or any other provision hereof, as to any future instance or occurrence. All remedies, rights, undertakings, and obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either party. The captions of the Sections in this Agreement are included for convenience only and shall not affect the interpretation of any provision.
- 12.2. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

AGREED AND ACCEPTED

<u>LEGAL NAME</u> <hr/> <i>(Legal Name of GRANTEE)</i>	<u>NAME OF INSTITUTION</u> <hr/> <i>(Name of Institution)</i>
<u>PREMISES ADDRESS</u> A non-profit organization or performance ensemble with a principal office at:	<u>MAILING ADDRESS</u> (If different from Premises Address)
<hr/> <i>(Street Address)</i>	<hr/> <i>(Street Address)</i>
<hr/> <i>(City) (State) (Zip)</i>	<hr/> <i>(City) (State) (Zip)</i>
<hr/> <i>(Phone) (Phone 2)</i>	<hr/> <i>(Phone) (Phone 2)</i>
<hr/> <i>(Contact Name) (Title)</i>	<hr/> <i>(Contact Name) (Title)</i>
<hr/> <i>(Email Address)</i>	<hr/> <i>(Email Address)</i>
<hr/> <i>(Web Address)</i>	
<u>TO BE COMPLETED BY GRANTEE</u> By signing this Agreement, you represent that you have the authority to bind GRANTEE and that you have read, understood, and agree to all the terms and conditions herein.	
<hr/> <i>(Signature)</i>	
<hr/> <i>(Print Name)</i>	
<hr/> <i>(Title)</i>	
<hr/> <i>(Signatory Email Address, If Different From Above)</i>	

EXHIBIT A
Royalty Calculation Table

Annual Budget	Royalty Fee	(Check Appropriate Box)
< \$100,000	\$500	
\$100,000 to \$500,000	\$750	
\$500,001 to \$1,000,000	\$1,250	
\$1,000,001 to \$3,000,000	\$2,500	
> \$3,000,000	\$3,750	
	Royalty Fee:	\$ _____

EXHIBIT B
Sample Use Report

QUARTER 4, 202X

Song	Author(s)	Upload Date	Taken Down?	Authorized Platform	Stable URL
Song A	John Doe Jane Doe	10/202X	No	YouTube	https://www.youtube.com/xYshs_123
Song B	Jane Doe	11/202X	Yes	School Website	https://www.school.com/ab_199_cyx