

# NEW SUBSCRIPTION SERVICE

## CABSAT FORM

NAME OF SERVICE AND URL OF SERVICE	
LINE 1 - Name of Service (licensee):	
LINE 2 - URL (website address):	
<p>The Name of Service and URL <u>must</u> be the same as on the Licensee’s Notice of Use filed with the Copyright Office. If the Licensee has not submitted a Notice of Use form, the Licensee must do so immediately. The Notice of Use form may be downloaded at <a href="http://www.copyright.gov">www.copyright.gov</a> or <a href="http://www.soundexchange.com/service-provider/">www.soundexchange.com/service-provider/</a>.</p>	

BUNDLED OR STAND-ALONE CONTRACTS IN 2021	
<p>The rates for a New Subscription Service (“CABSAT”) are dependent upon the type of Service contracts with the Provider (usually a cable or satellite television provider). Services may, if needed, check both boxes; see page 3.</p>	
LINE 3 - INITIAL STREAMING DATE: (date service began relying on statutory licensing)	
LINE 4 – BUNDLED CONTRACTS: If the service is under a “Bundled” contract, place an “X” in the box.	
LINE 5 – “STAND-ALONE” CONTRACTS: If a service is under a “stand-alone” contract, place an “X” in the box.	

ANNUAL MINIMUM FEE	
<p>New Subscription Services (“CABSAT”) must pay a \$100,000 annual minimum fee. <b>All minimum fee payments must be accompanied by this signed Statement of Account.</b></p>	
2021 ANNUAL MINIMUM FEE: The annual minimum fee is \$100,000.00.	<b>\$ 100,000.00</b>
LINE 6 – PREVIOUS PAYMENTS FOR 2021 LIABILITY: Enter any amounts previously paid for the 2021 minimum fee.	\$
LINE 7 – CURRENT TOTAL MINIMUM FEE LIABILITY: Amount owed to SoundExchange. Subtract line 6 from the 2021 annual minimum fee. If amount is less than zero, please contact SoundExchange.	\$

**DUE DATE FOR 2021 ANNUAL MINIMUM FEE**

**February 1, 2021**

**CERTIFICATION**

The information below is required by federal regulations.  
For more information about rates and terms for New Subscription Services, see 37 CFR Part 383.

I, the undersigned owner or agent of the Licensee, or officer or partner, if the Licensee is a corporation or partnership, have examined this Statement of Account and hereby certify that the information provided herein is true, accurate and complete to my knowledge after reasonable due diligence.

**SIGNATURE** \_\_\_\_\_

Date:	
First Name:	
Last Name:	
Title:	
Address:	
City:	
State:	
ZIP:	
Telephone:	
Email Address:	
Name of contact for service:	
Phone number of contact for service:	
Email address for service:	

**I. ELIGIBILITY FOR NEW SUBSCRIPTION SERVICES (“CABSAT”) RATES AND TERMS**

The Licensee identified above hereby declares that it is eligible for the rates and terms for the statutory licenses for the making of ephemeral phono-records and digital audio transmissions of sound recordings by New Subscription Services published at 37 CFR 383. Licensees who own and operate services’ creating and digitally transmitting public performances of sound recordings into residential televisions, using a cable or satellite service, are eligible to operate under New Subscription Services rates and terms.

Services operating under “**Bundled**” contracts (contracts between a Licensee and a Provider, such as a cable or satellite television provider, in which the Service is not the only content licensed by the Licensee to the Provider) pay each month a \$0.0299 per Service Subscriber amount. (This monthly amount is first deducted from the annual minimum fee).

Services operating under “**Stand-Alone**” contracts (contracts between a Licensee and a Provider, such as a cable or satellite television provider, in which the Service is the only content licensed by the Licensee to the Provider) pay each month a \$0.0179 per Service Subscriber amount. (This monthly amount is first deducted from the annual minimum fee).

The Licensee also acknowledges that it is required to submit a Statement of Account form, online at <https://licenseedirect.soundexchange.com/accounts/login>, calculating year-to-date liability, within 45 days after the end of each month.

The Licensee further acknowledges that it is required to submit Reports of Use on a monthly basis, as described in the rates and terms. For more information regarding these and other obligations, please visit [www.soundexchange.com/service-provider/](http://www.soundexchange.com/service-provider/).

SoundExchange will not confirm receipt of payments. Service using Licensee Direct for royalty submissions have online access to receipt confirmation. E-mail [licenseerelations@soundexchange.com](mailto:licenseerelations@soundexchange.com) for more information.

If you have questions, please contact [LICENSEERELATIONS@SOUNDEXCHANGE.COM](mailto:LICENSEERELATIONS@SOUNDEXCHANGE.COM).

**SUBMITTING:** If your service is making a payment within Licensee Direct after submission, your service may e-mail a signed copy of the completed form [royaltyadministration@soundexchange.com](mailto:royaltyadministration@soundexchange.com).

<b>Otherwise, mail Minimum Fee Statements of Account</b>	<b>If using a courier or overnight delivery:</b>
<b>and payments to:</b>	Lockbox Services 75202
SoundExchange, Inc.	Wells Fargo Bank
P.O. Box 75202	7175 Columbia Gateway Drive
Baltimore, MD 21275-5202	Attn: SoundExchange, Inc., Lockbox 75202
	Columbia, MD 21046
	Tel.: 1-800-289-3557

**NOTICE:** Services that have filed a Notice of Use of Sound Recordings under Statutory License with the Copyright Office are obligated to comply with all requirements of the statutory licenses under Sections 112 and 114 of the Copyright Act. It is the responsibility of each such service to ensure that it is in full compliance with the requirements of the statutory licenses under 17 U.S.C. §§ 112 & 114. SoundExchange is not in a position to determine whether each of the many services that rely on these statutory licenses is eligible for statutory licensing and does not in fact make any such determination. Nor does SoundExchange verify that such services are in full compliance with all applicable requirements of the two statutory licenses. Accordingly, SoundExchange’s acceptance of services’ payment does not express or implies any acknowledgment that a service is in compliance with the requirements of the statutory licenses or otherwise eligible to rely on the statutory licenses. SoundExchange, its members and other copyright owners reserve all their rights to take enforcement action against a service that is not in compliance with those requirements, regardless of any royalty payments such service may have made to SoundExchange.