



**NOTICE OF ELECTION FOR
RATES AND TERMS FOR SMALL PUREPLAY WEBCASTERS
2011 LICENSE PERIOD**

For all or any portion of the period January 1, 2011 – December 31, 2011

I. ELECTION

The Licensee identified below hereby elects, and declares that it is eligible for, the rates and terms for the statutory licenses for the making of ephemeral phonorecords and digital audio transmissions of sound recordings¹ by small pureplay webcasters² set forth in the Federal Register at 74 Fed. Reg. 34796 (Jul. 17, 2009) (the “Small Pureplay Webcaster Rates and Terms”) and authorized pursuant to the Webcaster Settlement Act of 2009 (Pub. L. No. 111-36; to be codified at 17 U.S.C. § 114(f)(5)). This election is for the period commencing on January 1, 2011, or the date of the Licensee’s first digital audio transmission of a sound recording under the statutory licenses after such date, and ending on December 31, 2011.

This election is for any eligible digital transmissions and ephemeral recordings on stations and channels owned and/or operated by the Licensee.

The Licensee acknowledges that this election to pay royalties in accordance with the Small Pureplay Webcaster Rates and Terms is in lieu of any different rates and terms that may be available to such Licensee. Upon filing of this notice of election, and for so long as the service qualifies for the Small Pureplay Webcaster Rates and Terms, the Licensee acknowledges and agrees that it cannot opt out of these Rates and Terms or otherwise elect different rates and terms during the periods for which this election is made (*see* Section II of this notice, below).

The Licensee hereby states that its and its Affiliates’ Gross Revenues from worldwide activities have not exceeded \$1,250,000 in 2009 or 2010, and that the service expects to be a Small Pureplay Webcaster during 2011. “Affiliate,” “Gross Revenues,” and “Small Pureplay Webcaster” shall have the meanings set forth in Section 1.2 of the Agreed Rates and Terms for Commercial Webcasters Including Small Pureplay Webcasters³. The Licensee further acknowledges that the filing of this notice of election does not guarantee the Licensee the right to pay statutory royalties under the Small Pureplay Webcaster Rates and Terms if and when the service no longer qualifies as a Small Pureplay Webcaster.

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¹ 17 U.S.C. §§ 112(e) & 114.

² See 74 Fed. Reg. 34796, at 34797 (Jul. 17, 2009) for definition of “Small Pureplay Webcaster.”

³ See 74 Fed. Reg. 34796, at 34797 (Jul. 17, 2009).

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II. 2009 AND 2010 ANNUAL GROSS REVENUES

The Licensee hereby elects to be covered by the Small Pureplay Rates and Terms for 2011. By making this election, the Licensee certifies that it, together with its Affiliates, had Gross Revenues of not more than \$1.25 million from its worldwide activities in 2009 or 2010. (Please input annual Gross Revenues below.)

| | 2009 | 2010 |
|-----------------------|-------------|-------------|
| Annual Gross Revenues | | |

III. LICENSEE INFORMATION

1. Name of Licensee⁴: _____
2. Name of Corporate Parent⁵: _____
3. Mailing address⁶: _____

4. City/State/Zip: _____
5. Telephone number: _____
6. Fax number: _____
7. Contact person for questions: _____
8. Telephone number for contact person: _____
9. E-mail address for contact person: _____

⁴ The "Licensee" should be the entity identified on the Notice of Use filed pursuant to 37 C.F.R. § 370.1.

⁵ Name of corporate parent only needs to be listed if different from the Licensee.

⁶ A post office box is acceptable only if it is the only address that can be used in that geographic location.

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CERTIFICATION

The undersigned hereby states that he or she is authorized to make the election set forth above.

Signature: _____

Name: _____

Title: _____

Date: _____

Licensees must comply with all requirements of the statutory licenses under Sections 112(e) and 114 of the Copyright Act, including all requirements set forth in the applicable rates and terms adopted pursuant to those statutory licenses. 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 Licensees are in full compliance with all applicable requirements of the two statutory licenses. Accordingly, SoundExchange's acceptance of a Notice of Election, Statement of Account, Report of Use, payment, or anything else provided by a Licensee does not express or imply any acknowledgment that a Licensee 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 Licensee that is not in compliance with those requirements or is otherwise ineligible for the statutory license.

DELIVERY⁷

A completed Notice of Election must be delivered to:

**SoundExchange
ATTN: Royalty Administration
1121 Fourteenth Street, N.W., Suite 700
Washington, DC 20005**

⁷ SoundExchange does not acknowledge receipt of documents. If you wish to receive notice of delivery, please mail this form by Certified Mail, return receipt requested.

