

TARIFF 22.F
**Application for licence/
Annual or quarterly report for
the year 2009**

Your account number
CS

Internet – Other Uses of Music – Audio Websites

In this form, *you, your* and *licensee* means the person or company applying for a licence or filing your report. *We, our, us* and SOCAN means the Society of Composers, Authors and Music Publishers of Canada. *Works* means any or all of the musical works in SOCAN's repertoire.

If you are applying for a licence, SOCAN will process your application within 30 days of receipt and contact you in the event that your application is not approved.

A Tariff 22.F licence gives you the right to communicate to the public by telecommunication any or all of the *Works* by means of certain Internet transmission or similar transmission facilities by a site ordinarily accessed to listen to audio-only content, other than sites subject to Tariffs 22.A-E or 22.G.

Please contact us if you have other music uses. You may need to be licensed under other tariffs. This tariff does not apply to uses covered by other applicable tariffs, including SOCAN Tariffs 16, 22.A-E, 22.G and 24.

Tell us about yourself

Licensee (Person or company applying for this licence)		Mailing address (if different from your company's street address)	
Licensee's street address			
City	Province and postal code	City	Province and postal code
Phone	Fax	Email address	Website
Licensee's legal name		President/authorized signing officer of licensee	

How to calculate your licence fee

The licence fees for the year **2009** are based on (1) the percentage of SOCAN repertoire use on your site, (2) Internet-related revenues, (3) the ratio of audio page impressions to all page impressions, (4) whether it is Canadian or non-Canadian site, and (5) the ratio of non-Canadian page impressions to all page impressions. Please use the attached calculation form to calculate the applicable licence fees.

Fee payable (see "E" on calculation form)	
Add 5% GST (if applicable)	
Add 7.5% QST (if applicable)	
Add 13% HST (if applicable)	
Total	

FORM MUST BE COMPLETELY FILLED OUT AND SIGNED **ON REVERSE** PRIOR TO SUBMISSION

Terms of this licence

The legal terms that govern your licence include those set out herein as well as the terms found in the approved tariff including the General Provisions, as approved by the Copyright Board for each year (collectively, the *tariff*). If you have any questions regarding the terms, please contact us at the address and numbers shown at the bottom of this page.

1. If the tariff for a year has not been approved by January 1st of that year, the last approved tariff will govern until the new version is approved, at which time the licence fees will be adjusted to reflect the approved version for the year.
2. A copy of any tariff may be obtained from SOCAN by calling **1.866.944.6223**.
3. The licence fee, plus applicable taxes, will be calculated in accordance with the terms of the tariff based on the information set out in the most recently filed report form or audit form, subject to adjustment to reflect any updated reports or audits pursuant to the tariff.
4. We have the right to audit your books and records, on reasonable notice and during normal business hours, to verify your statements and licence fee.
5. You will keep records of all information required to calculate the licence fees.
6. SOCAN has the right to terminate this licence for any breach of the licence's terms or conditions upon 30 days notice in writing.
7. Royalties shall be calculated and paid yearly, unless the royalties payable for the year covered by the licence exceed \$350, at which time payments for the rest of that year and the following year shall be made on a quarterly basis.
8. No later than January 31st of the following year for which this licence is issued, you will file with SOCAN the report used to calculate the royalty and shall pay the royalty for the year for which this licence is issued.
9. If you are required to pay on a quarterly basis, you shall pay the royalty for that quarter and shall report the information used to calculate the royalty no later than 30 days after the end of that quarter.
10. You shall keep for a period of 90 days information that allows SOCAN to verify each channel's SOCAN repertoire use. If this information is unavailable, the SOCAN repertoire use is presumed to be 80 per cent or more.

Your signature

By signing below, you agree that:

- you have read, understood, and accept the terms of this licence
- all information you have provided is correct and complete
- you have authority to bind the licensee.

Your name (please print)	Your title (please print)
Today's date (please print in full)	Your signature

We are committed to handling your personal information responsibly. For more information about SOCAN's Privacy Policy, please visit www.socan.ca.

After you have read, completed, and signed this form, please send it with your cheque to:

SOCAN

41 Valleybrook Drive
Toronto, Ontario M3B 2S6
www.socan.ca

Toll-free 1.866.944.6223
Fax 416.442.3829
customers@socan.ca

Music means business

GST #R101077931

QST #1010390466