

# Channel X Membership Agreement Individual Station



This Membership Agreement (“Agreement”), together with the Terms of Use and Privacy Policy provided in the bottom footer of the Channel X Website (Channelx.org), describe the legal relationship between you (an organization acting as an authorized representative for a group, institution, company or corporation) (“Member”) and Public Media Company (PMC), referred to in this Agreement as “PMC” or “Channel X”, the owner of the web pages at or linked to the root URL “channelx.org” (the “Platform”). The Member and PMC are sometimes referred to herein as a “Party”, and collectively as the “Parties”. Capitalized terms not defined in this Agreement shall have the same meaning as defined in the Terms of Use.

## General Provisions

- 1. Membership:** A Channel X Member represents an individual station with an active broadcaster account on Channel X that is using Channel X to: 1) upload Content for licensing and use by other stations or distributors; or 2) download or stream Content from other stations and content providers.
- 2. Membership Benefits:**

An Individual Station Membership is entitled to the following:

  - Introductory consulting on best practice sharing via Channel X
  - Access to periodic Channel X online training sessions for station personnel using Channel X
  - Technical review of uploaded Content for broadcast quality
  - Ongoing video compression support/storage/streaming
  - Use of the embeddable player to stream Content from Channel X
  - Unlimited downloading of free Content on Channel X
  - Uploads of 10 collections per month of free Content
  - Access to new Channel X features released to all Channel X users (e.g., "New Content Notifications")
- 3. Term:** The Term of this Agreement is for one year, effective January 1, 2017 (“Effective Date”) unless terminated as provided in the Terms of Use. This Agreement automatically renews for one (1) year on January 1, 2018.
- 4. Fees:** Member agrees to pay PMC the fee within ten days of the Effective Date of this Agreement and on the one year anniversary of the Effective Date. The membership fee is not refundable.

## Other Provisions

### **1. Each Party represents and warrants that:**

- a) It has full authority to enter into this Agreement and to fully perform its obligations hereunder;
- b) No agreement previously entered into by a Party will interfere with such Party's performance of its obligations under this Agreement, including, without limitation, any agreement between an Individual Member and any record company or music publisher or licensing agent; and
- c) Each Party shall perform in compliance with any applicable laws, rules and regulations of any governmental agency.

### **2. The Parties agree that:**

- a) No Agency or Joint Venture. The Parties agree and acknowledge that the relationship between the Parties is that of independent contractors. This Agreement shall not be deemed to create a partnership or joint venture.
- b) Entire Agreement, Modification, Waiver. This Agreement, including the Terms of Use and Privacy Policy on the Channel X Website, any annexes, schedules and exhibits hereto, contains the entire understanding of the Parties relating to the subject matter hereof, and supersedes all previous agreements or arrangements between the Parties relating to the subject matter hereof. This Agreement cannot be changed or modified except by a writing signed by both Parties. A waiver by either Party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such determination shall not affect any other provision hereof, and the unenforceable provision shall be replaced by an enforceable provision that most closely meets the commercial intent of the Parties.
- c) Binding on Successors; Assignment. This Agreement shall be binding on the assigns, heirs, executors, personal representatives, administrators, and successors (whether through merger, operation of law, or otherwise) of the Parties. Member may not assign, delegate, or transfer any part of this Agreement without the prior written consent of PMC, and any such assignment, delegation or transfer without such prior written consent shall have no effect.
- d) Third-Party Beneficiary. This Agreement confers rights and remedies upon the Parties. No person other than the Parties shall have any rights or remedies under the Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed by their authorized representatives

**AGREED AND ACCEPTED:**

**PUBLIC MEDIA COMPANY**

**Signature:** \_\_\_\_\_

**By:** Erin P. Moran

**Title:** CFO/CAO

**ORGANIZATION:**

**Name:**

**Signature:** \_\_\_\_\_

**Name:**

**Title:**

**All notices should be directed to:**

**[name]**

**[address]**