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2. **Term:** The Term of these Terms of Service shall be ten (10) year and this license shall expire on the ten year anniversary of the Effective Date.

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- b. Licensor hereby grants Licensee a limited **non-exclusive, non-transferable** license and the right to incorporate, include and/or use the Track in connection with the Licensee's production of music. Specifically, any or all of the sound files within the Track may be used ONLY in compositions (music) that are written or produced by the Licensee, individually or as a collaborator, so long as its use of the Track does not violate these Terms of Service.
- c. Licensor hereby grants Licensee a limited **non-exclusive, non-transferable** license and the right to incorporate, include and/or use the Track in the creation of new musical compositions (each, a “New Composition” (**and collectively, the “New Compositions”**)) and new master recordings

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- d. This License grants Licensee a worldwide, non-exclusive license to use the Track as incorporated in the New Master(s) and New Composition(s) solely in the manners and for the purposes expressly provided for herein, subject to the sale restrictions, limitations and prohibited uses stated in these Terms of Service. Licensee acknowledges and agrees that any and all rights granted to Licensee in the Track pursuant to these Terms of Service are on a non-exclusive basis and Licensor shall continue to license the Track upon the same or similar Terms of Service as these Terms of Service to other potential third-party licensees. The New Master(s) and New Composition(s) may be used for only non-promotional purposes and non-commercial purposes

4. **Restrictions on the Use of the Track:** Licensee hereby agrees and acknowledges that it is expressly prohibited from taking any action(s) and from engaging in any use of the Track, other than as expressly set forth hereinabove without first entering into a collaboration agreement with Licensor. For the avoidance of doubt, Licensee shall not use or exploit the Track in the manners, or for the purposes, set forth below without first obtaining Licensor’s prior written consent,:

- a. The rights granted to Licensee are **NON-TRANSFERABLE**. Licensee may not transfer or assign any of its rights hereunder to any third-party without first obtaining Licensor’s prior written consent, which may be withheld within Licensor’s sole discretion, and any purported assignment in violation of the foregoing will be deemed void *ab initio*;
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- c. The Licensee shall not synchronize, or permit third parties to synchronize, the Track with any audiovisual works EXCEPT as expressly provided for and pursuant to these Terms of Service in connection with any Video(s). This restriction includes, but is not limited to, use of the Track in television, commercials, film/movies, theatrical works, video games, and in any other form on the Internet which is not expressly permitted herein.
- d. The Licensee shall not have the right to license or sublicense any use of the Track in whole or in part, for any so-called “samples”.
- e. Licensee shall not engage in any unlawful copying, streaming, duplicating, selling, lending, renting, hiring, broadcasting, uploading, or downloading to any database, servers, computers, peer to peer sharing, or other file-sharing services, posting on websites, or distribution of the Track or the Track in the form, or a substantially similar form, as delivered to Licensee. Licensee

may send the Track file(s) to any individual musician, engineer, studio manager or other people who are working on the New Recording(s).

- f. **THE LICENSEE IS EXPRESSLY PROHIBITED FROM REGISTERING THE TRACK, OR, ANY FILES CONTAINED THEREIN, WITH ANY CONTENT IDENTIFICATION SYSTEM, SERVICE PROVIDER, PERFORMING RIGHTS ORGANIZATION (E.G., ASCAP/BMI/SESAC), MUSIC DISTRIBUTOR, RECORD LABEL OR DIGITAL AGGREGATOR** (for example TuneCore or CDBaby, and any other provider of user-generated content identification services). The purpose of this restriction is to prevent you from receiving a copyright infringement takedown notice from a third party who also received a non-exclusive license to use the Track in a New Master and/or New Composition. The Track has already been tagged for Content Identification (as that term is used in the music industry) by Licensor as a pre-emptive measure to protect all interested parties in the New Master(s) and/or New Composition(s). Your failure to comply with the foregoing shall be deemed a material breach of the terms of this License by you, and your license to use the Track, may be revoked without notice or compensation to you.

5. Ownership of the Track:

- a. The Licensor is and shall remain the sole owner and holder of all rights, title, and interest in the Track, including all copyrights to and in the sound recording(s) and the underlying musical compositions written and composed by Licensor. Nothing contained herein shall constitute an assignment by Licensor to Licensee of any of the foregoing rights. Licensee may not, under any circumstances, register or attempt to register the Track with the U.S. Copyright Office. The aforementioned right to register the Track is reserved by and for Licensor. Licensee will, upon request, execute, acknowledge and deliver to Licensor such additional documents as Licensor may deem necessary to evidence and effectuate Licensor's rights hereunder, and Licensee hereby grants to Licensor the right as attorney-in-fact to execute, acknowledge, deliver and record in the U.S. Copyright Office or elsewhere any and all such documents if Licensee shall fail to execute same within five (5) days after so requested by Licensor.
- b. The licensee shall be deemed to have signed, affirmed and ratified its acceptance of the terms of these Terms of Service by virtue of its receipt of the Track by Licensee.
- c. For the avoidance of doubt, you do not own any New Master(s). You have been licensed the right to use the Track in the New Master(s) solely in accordance with the Terms of Service of these Terms of Service. Notwithstanding the foregoing, you do own the lyrics or other original musical components of the New Composition(s) that were written or composed solely by you.
- d. In addition to the Compensation above and in the event that the Track, New Master(s), and/or New Composition(s) becomes a single, a part of an EP, a part of an LP, these Terms of Service shall not be a substitute for Licensee, and/or any of Licensee's third party licensees, executing a long form licensor agreement in good faith with Licensor. The agreement shall include without limitation, an advance, producer royalties, credit, mechanical royalties, and publishing royalties. These Terms of Service shall not be deemed to waive any rights and/or ownership that Licensor may have. For avoidance of doubt, all clearances, placements, using the Track for releases via any Artist, Distributor, Label, and/or third-party will also be negotiated in good faith between the parties involved.

- 6. **Force Majeure:** In consideration of the rights granted to Licensee by Licensor and all services rendered by Licensor, Licensor reserves the right by reasonable notice to Licensee, to suspend the operation of these Terms of Service and its obligations hereunder for the duration of any contingencies by reason of which Licensor is hampered in its delivery or if its performance becomes impossible, impracticable, or there is a frustration of purpose. For example, unforeseen

circumstances, labor disagreements, catastrophe, destruction of Licensor equipment, and etc. Licensor will not be deemed in default hereunder if performance of its obligations hereunder is delayed or becomes impossible or commercially impractical, or if Licensor is hampered. Upon the happening of any such event, Licensor, in addition to any other rights or remedies it may have hereunder or otherwise, may elect, by written notice to you, to terminate its obligations under these Terms of Service or to suspend Licensor's obligations under these Terms of Service for the period of time that the effects of any such force majeure event continue.

7. **Termination:** In consideration of the rights granted to Licensee by Licensor and all services rendered by Licensor, Licensor shall have the option, exercisable at any time by notice to you, (i) to suspend Licensor's obligations to you hereunder during the period of default and/or (ii) to terminate these Terms of Service without any further obligation to you hereunder. Licensor reserves the right by reasonable notice to Licensee, to suspend the operation of these Terms of Service and its obligations hereunder for the duration of any contingencies by reason of which the Licensee fails to fulfill any of their obligations herein, without limiting Licensor's rights.

8. **Breach by Licensee:**

- a. The Licensee shall have five (5) business days from its receipt of written notice by Licensor and/or Licensor's authorized representative to cure any alleged breach of these Terms of Service by Licensee. Licensee's failure to cure the alleged breach within five (5) business days shall result in Licensee's default of its obligations, its breach of these Terms of Service, and at Licensor's sole discretion, the termination of Licensee's rights hereunder.
- b. If Licensee engages in the commercial exploitation and/or sale of the Track, New Master(s) or New Composition(s) outside of the manner and amount expressly provided for in these Terms of Service, then, in addition to any other rights or remedies available to Licensor at law or in equity, Licensee shall be liable to Licensor for monetary damages in an amount equal to any and all monies paid, collected by, or received by Licensee, or any third party on its behalf, in connection with such unauthorized commercial exploitation of the Track, New Master(s) and/or New Composition(s).
- c. Licensee recognizes and agrees that a breach or threatened breach of these Terms of Service by Licensee gives rise to irreparable injury to Licensor, which may not be adequately compensated by damages. Accordingly, in the event of a breach or threatened breach by the Licensee of the provisions of these Terms of Service, Licensor may seek and shall be entitled to a temporary restraining order and a preliminary injunction restraining the Licensee from violating the provisions of these Terms of Service. Nothing herein shall prohibit Licensor from pursuing any other available legal or equitable remedy from such breach or threatened breach, including but not limited to the recovery of damages from the Licensee. The Licensee shall be responsible for all costs, expenses or damages that Licensor incurs as a result of any violation by the Licensee of any provision of these Terms of Service. Licensee's obligation shall include court costs, litigation expenses, and reasonable attorneys' fees.

9. **Warranties, Representations, and Indemnification:**

- a. Licensee hereby agrees that Licensor has not made any guarantees or promises that the Track fits the particular creative use or musical purpose intended or desired by the Licensee. The Track and all sound recording(s) and underlying musical composition(s) embodied therein are licensed to the Licensee "as is" without warranties of any kind or fitness for a particular purpose.
- b. Licensee hereby agrees that Licensee or anyone acting on Licensee's behalf, will be responsible for obtaining and paying for any and all clearances or licenses required in the Authorized

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- c. You shall indemnify and Licensor, BeatStars (as defined below) and each of their respective employees, licensees, designees, parent companies, agents, affiliates, successors and assigns (collectively, the "Indemnitees") harmless from any and all third party claims, liabilities, costs, losses, damages or expenses as are actually incurred by the Indemnities and shall hold the Indemnitees free, safe, and harmless against and from any and all claims, suits, demands, costs, liabilities, loss, damages, judgments, recoveries, costs, and expenses; (including, without limitation, reasonable attorneys' fees), which may be made or brought, paid, or incurred by reason of or in connection with any breach or claim of breach of the warranties and representations hereunder by you, your agents, heirs, successors, assigns and employees or any failure by you to perform any of your obligations hereunder.
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10. Miscellaneous:

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be deemed a material breach of these Terms of Service until the Licensee gives Licensor written notice of its failure to perform, and such failure has not been corrected within thirty (30) days from and after the service of such notice, or, if such breach is not reasonably capable of being cured within such thirty (30) day period, Licensor does not commence to cure such breach within said time period, and proceed with reasonable diligence to complete the curing of such breach thereafter. These Terms of Service shall be governed by and interpreted in accordance with the laws of the Licensor's choice state and country applicable to agreements entered into and wholly performed in said State, without regard to any conflict of laws principles. You hereby agree that the exclusive jurisdiction and venue for any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be in the state or federal courts located in the Licensor's choice city, state and country. You shall not be entitled to any monies in connection with the Master(s) other than as specifically set forth herein. All notices pursuant to these Terms of Service shall be in writing and shall be given by registered or certified mail, return receipt requested (prepaid) at the respective addresses hereinabove set forth or such other address or addresses as may be designated by either party. Such notices shall be deemed given when received. Any notice mailed will be deemed to have been received five (5) business days after it is mailed; any notice dispatched by expedited delivery service will be deemed to be received two (2) business days after it is dispatched.

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