Personal Use Only

LICENSE GRANTED BY

David Stuart 101 Balder Rd Manchester Manchester - United Kingdom

LICENSE GRANTED TO

Andrew Sheridan 36 range

DATE OF LICENSE

18/09/2021

LICENSE ITEM

Heaven is calling 0.00 GBP

NOW IT IS HEREBY AGREED AS FOLLOWS

1. DEFINITIONS

In this Licence

"Territory" shall mean: Worldwide

"Term" shall mean: Perpetually

"Fee" shall mean: 0.00 GBP

"Media" shall mean: All digital and non digital mediums necessary for the Personal Use Only

2. LICENCE

2.1 In consideration of your payment to us of the Fee we hereby license to you for the Territory during the Term the non-exclusi Work as part of the Personal Use Only in whatever medium(s) necessary, to use the music as a soundtrack "synced" with visual to use the music as part of the public viewing or broadcast of the Personal Use Only throughout the Territory solely for distribu and conditions contained herein.

3. TERMS AND CONDITIONS

- 3.1 This licence becomes valid from the purchase date listed above.
- 3.2 This licence does not include the right to sample and/or change the lyrics, the music and/or the character of the music of th additional terms box above, that being a bespoke or remix license.
- 3.3 Any use of the Composition not expressly authorised hereunder shall constitute an infringement of the copyrights in the Co
- 3.4 Performance or broadcast of the Composition in the exhibition of the Personal Use Only is subject to the rules of the relevan payment of their customary fees and royalties by you.
- 3.5 You shall furnish us free of charge a copy of the Personal Use Only on any format as requested by us.

3.6 You hereby agree to accord credit to us wherever other material credits are given in relation to the Personal Use Only in no "Produced by:

4. WARRANTIES AND REPRESENTATIONS

- 4.1 We hereby represent and warrant that we have full right, power and authority to enter into this Licence and to grant to you conditions herein contained and in the event of any breach of this or any other warranty (express or implied) by us then in no e paid by us hereunder.
- 4.2 You hereby represent and warrant that you have full right, power and authority to enter into this Licence.

5. TERMINATION

- 5.1 In the event that you or your assignees or sub-licensees are in breach of any of the terms of this Licence and in the case of b not remedied within 15 (fifteen) days of written notice to remedy from us, then this Licence shall terminate and we shall be ent us without prejudice to any of our other rights or remedies.
- 5.2 We shall have the right to terminate this Licence and your rights in the Composition hereunder if you shall enter into liquidate the purposes of reconstruction or reorganisation) or if it makes any Composition with its creditors or if a Trustee or a Receiver is part of your assets and undertakings and is in control thereof for 15 (fifteen) days or more.
- 5.3 Upon the expiration of the Term or other termination of this Licence all rights herein granted shall immediately terminate a Composition by you shall be permitted hereunder.

6. NON-ASSIGNMENT

- 6.1 You may not assign or sub-license any of the rights granted hereunder to any third party without our prior written approval. become effective unless and until the transferee or assignee shall deliver to us a written agreement assuming the further performs such transfer or assignment shall relieve you of any obligation hereunder.
- 6.2 However, you may enter into sub-licences within the Territory to the extent necessary to permit the exhibition of the Person
- 6.3 This Licence shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusion and Wales.
- 6.4 This Licence contains all of the terms agreed between the parties and replaces any and all previous agreements, whether we hereof. This Licence shall not be modified or varied except by a written instrument signed by the parties.
- 6.5 All notices hereunder required to be given to you shall be sent to you at the address mentioned herein. All notices and/or passent to us at our current address specified above or to such other address as we may hereinafter designate by notice in writing