Last Updated: 2 July, 2025

## **AUDIUS OPEN MUSIC LICENSE**

By publishing to, or accessing content on, the Audius Protocol (collectively, the "Licensed Material"), you ("you") agree to be bound by the terms of this Audius Open Music License ("OML"). Additionally, developers creating or operating software applications designed to play back audio files on the Audius Protocol ("Music Players") need legal rights to conduct activities like publishing, sharing, and streaming Licensed Material. If you are publishing Licensed Material to the Audius Protocol, you are a "Licenser" and if you are licensing Licensed Materials (including Music Players and their sublicensees), you are a "Licensee."

- 1. <u>License of Rights and License Restrictions</u>.
- 1.1 <u>Effectiveness.</u> This OML applies to all content you publish to or access on the Audius Protocol.
- 1.2 <u>Licensor License Grant To Music Player</u>. Licensor hereby grants to Music Players a worldwide, non-exclusive, royalty-free, perpetual, irrevocable right and license, with the right to sublicense, to reproduce, publicly perform, distribute, electronically or digitally transmit, stream, and otherwise use in whole or part, the Licensed Material, in connection with a Music Player's services.
- 1.3 <u>Alternative License</u>. If you are a Licensor seeking to publish your Licensed Material to the Audius Protocol under a separate license (an "**Alternative License**"), you must provide a URI to such Alternative License in the human readable field in a JSON object linked to the Licensed Material.
- 1.4 <u>Licensor License Grant to Everyone Else.</u> Unless you separately license your Licensed Material under an Alternative License pursuant to Section 1.3, Licensor hereby grants to non-Music Players a nonexclusive, royalty-free, worldwide license to use, publicly perform, distribute, electronically or digitally transmit, and stream the Licensed Materials.
- 1.5 <u>Attribution</u>. If a Licensee licenses the Licensed Material for commercial purposes, the Licensee must retain the following:
  - a) identification of the Licensor (including by pseudonym if designated) in a manner reasonable with its use to the extent reasonably practicable;
  - b) a copyright notice reflecting the copyright owner of the Licensed Material;
  - c) a notice that refers to this OML;
  - d) a URI or hyperlink to the Licensed Material to the extent reasonably practicable;
  - e) If requested by the Licensor, Licensee must remove any of the information required by Section 1.5(a) to the extent reasonably practicable.
- 1.6 <u>Reservation of Rights</u>. Licensor reserves all rights and licenses in and to the Licensed Materials not expressly granted to Licensees under this OML.

- Representations and Warranties. Licensor represents and warrants that Licensor owns the Licensed Material and underlying copyrights, or otherwise has the rights necessary to grant, and is not otherwise restricted from granting, the licenses and rights specified in Section 1 hereof. Any master recordings and musical compositions embodied in the Licensed Material must be wholly owned or licensed to you on a fully paid-up basis and in a manner that will not require the payment of any fees, royalties and/or sums to you or any third party. In addition, you shall be solely responsible for the clearance of any rights in connection with sound recordings and musical compositions embodied in the Licensed Material. Licensor shall indemnify and hold harmless Music Players in connection with any claims, demands, actions, losses, costs and expenses incurred by Music Players in connection with any breach or alleged breach arising out of or in connection with the representations and warranties made by Licensor in this OML, and the Licensed Material.
- Limitation of Liability. Except as expressly stated in Section 2 of this OML, and unless otherwise separately undertaken by the Licensor, to the extent possible, the Licensor offers the Licensed Material as-is and as-available, and makes no additional representations or warranties of any kind concerning the Licensed Material, whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability and fitness for a particular purpose. To the extent permissible under applicable law, in no event will the Licensor be liable to you on any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this OML or use of the Licensed Material, even if the Licensor has been advised of the possibility of such losses, costs, expenses, or damages. Where a limitation of liability is not allowed in full or in part, this limitation may not apply to you.
- 3. <u>Term and Termination</u>. This OML applies for the term of the copyright of the Licensed Material.
- 3.1 However, if a Licensee fails to comply with this OML with respect to a specific Licensed Material, then its rights to such Licensed Material under this OML terminate automatically.
- 3.2 Where a Licensee's right to use Licensed Material has terminated under <u>Section 3.1</u>, it reinstates automatically as of the date the violation is cured, provided such violation is cured within 30 days of Licensee or Licensor's discovery of the violation and Licensee has provided Licensor with written notice thereof; or upon express reinstatement by the Licensor.
- 3.3 For the avoidance of doubt, this Section 3 does not affect any right the Licensor may have to seek remedies for your violations of this OML. Licensor may also offer the Licensed Material under separate terms or conditions or stop distributing the Licensed Material at any time in its sole discretion; however, doing so will not terminate this OML. Sections 1.1, 1.7, 2, and 3 survive termination of this OML.

## 4. Other Terms and Conditions.

- 4.1 Any arrangements, understandings, or agreements regarding the Licensed Material not stated herein are separate from and independent of the terms and conditions of this OML.
- 4.2 For the avoidance of doubt, this OML does not, and shall not be interpreted to, reduce, limit, restrict, or impose conditions on any use of the Licensed Material that could lawfully be made without permission under this OML.

- 4.3 To the extent possible, if any provision of this OML is deemed unenforceable, it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision cannot be reformed, it shall be severed from this OML without affecting the enforceability of the remaining terms and conditions.
- 4.4 No term or condition of this OML will be waived and no failure to comply consented to unless expressly agreed to by the party consenting. Nothing in this OML constitutes or may be interpreted as a limitation upon, or waiver of, any privileges and immunities that apply to you, including from the legal processes of any jurisdiction or authority.