

TO

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FROM

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MASTER AND COMPOSITION LICENSED ("RECORDING"):

TYPE(S) OF USE

Bossa Nova Trap Groove by Mattijs Muller

Standard License

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Definitions

Production: A media project to which a Recording is synchronized.

Recording: A certain piece of recorded music available for license from PremiumBeat (including the musical composition embodied therein).

Advertising: A Production of not more than three-minutes in duration, that conveys an openly-sponsored, non-personal message to promote or sell a product and/or service.

Entertainment Project: A Production that is not Advertising and intended for entertainment purposes.

DVD: any tangible device, now or hereafter devised, including without limitation, DVDs and Blu-ray discs, on which is recorded a Production and which can be accessed through a DVD or Blu-ray player or other hardware capable of playing such tangible device.

Personal Use: in respect of a Production distributed via a Video Sharing Platform, a Production in respect of which not more than USD\$4,999 has been spent (in aggregate) promoting, advertising, and/or marketing such Project.

PRO-free Music: those Recordings tagged as “PRO-free”.

Websites: all online use (accessed via a web-browser, and not, for clarity, via an application), excluding Social Media Platforms (and similar or analogous platforms not expressly referenced herein) and Video Sharing Platforms (and similar or analogous platforms not expressly referenced herein).

Social Media Platforms: Instagram, Facebook, Twitter, Twitch, TikTok, and such additional platforms as PremiumBeat shall determine in its sole and absolute discretion.

Television: linear television programming distributed via broadcast, satellite, so-called “IPTV”, and/or cable television, but specifically excludes OTT video services (e.g. Netflix, Hulu, Amazon, Disney+, Apple+, and similar or analogous services).

Video Sharing Platform: YouTube (www.youtube.com), Vimeo (www.vimeo.com), and such additional web-based video-sharing platforms as PremiumBeat shall determine in its sole and absolute discretion.

Pilot: a Production, not to exceed 44 minutes in duration, which constitutes an initial episode of a potential series.

Public Broadcaster: a broadcast television undertaking funded predominantly by government and/or viewer support, on a not-for-profit basis, including without limitation, PBS in the United States.

Podcast Distribution Platform: any online portal through which podcasts may be accessed, streamed, and/or downloaded.

Student Project: means, in respect of any Production, or other permitted use herein (other than Advertising), one that is non-commercial, and undertaken by a student as part of a course of study with an accredited educational institution.

Theatrical Use: exhibition in commercial cinemas.

PremiumBeat Non-Exclusive Licenses

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Previews of Recordings are available for download on the PremiumBeat website, are for internal testing and client approval purposes only and cannot be used for any other purpose whatsoever including, but not limited to, any unlicensed use in commercial materials, advertisements, digital media or video synchronization.

Please find the details for each license below, followed by specifics pertaining to all license types:

Standard License

A “Standard Music License” grants you the following rights and entitlements (for clarity, all rights and entitlements detailed in the Enhanced License are expressly excluded from the Standard Music License unless expressly referenced):

The non-exclusive right to synchronize Recordings in timed relation with a Production distributed via, or otherwise made available, or hosted via:

- (i) Websites;
- (ii) Social Media Platforms;
- (iii) Video Sharing Platforms provided such distribution is for Personal Use only; and
- (iv) Podcast Distribution Platforms, but solely in respect of audio-only Productions, in the nature of a podcast;
- (v) Theatrical Use, but solely in respect of Student Projects.

The non-exclusive right to reproduce and perform Recordings in, and in connection with, plays and similar live performances, but solely to the extent the same are Student Projects

Additional Terms For All License Types

A Recording licensed hereunder is for your own personal or single-seat organizational usage only. You may use the Recording for your personal Productions and/or professional Productions you undertake for your clients or for your employer.

Except for “PRO-free” Music, this license does not include public performance rights. For Recordings not designated “PRO-free”, in order to properly report music used in TV and radio productions, cue sheets must be filed with the networks, stations and appropriate PROs, and a copy must be e-mailed to quesheets@shutterstock.com. PremiumBeat will provide all cue sheet information upon request. Notwithstanding the foregoing or anything to the contrary herein, and in respect of the PRO-free Music, you acknowledge and agree that nothing herein shall preclude PremiumBeat from making a claim for a share of any so-called “black box” funds or any funds paid, or payable, by any collection society or otherwise by way of general distribution on a country by country basis. In addition, in the event that any PRO-free Music is publicly performed (or made available for performance) by any entity engaged in the exhibition or other transmission of programming (each a “**Downstream Distributor**”), and such exhibition gives rise to the payment by such Downstream Distributor of fees or royalties to a performing rights organization in any jurisdiction, nothing herein shall preclude PremiumBeat from making a claim for a share of such monies, it being acknowledged that where a Downstream Distributor is not licensed for the performance of Recordings through licenses with performing rights organizations, then the use of the PRO-free Music as incorporated into a Production distributed, exhibited, and/or transmitted by such Downstream Distributor shall be deemed to be directly licensed and there shall be no obligation (created herein) upon such Downstream Distributor to obtain any license from any performing rights organization in respect of such use.

With any of our licenses you may distribute a Production on, or via, a Video Sharing Platform, but PremiumBeat retains ownership of the Recording incorporated into such Project. You may not claim ownership of the Recording (or otherwise make it available) through any content detection and/or registration system (such as YouTube’s Content ID), even as synchronized with your Production.

Limitations of Use

You may not:

- ✓ sell, transfer, sublicense, share, give away or otherwise assign the Recordings or your rights granted hereunder to any other party.
- ✓ resell the Recording by itself or as part of a package except solely as embodied within your Production.
- ✓ resell the Recording (or otherwise make it available) in any manner that would enable a third party to download the Recording as a separate file, such as in e-card templates or website templates.
- ✓ resell the Recording (or otherwise make it available) as part of any competing product such as music compilation or music library.
- ✓ sell the Recording (or otherwise make it available) as, or as part of, your music or as your song, even if it has been transformed or edited, or if you add other instruments or vocals to the music.
- ✓ claim to be the creator or copyright holder of the Recording or of any derivative work created from the Recording.

Ownership

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Limitation of Liability

PremiumBeat makes no warranty or representation, express or implied, except that it warrants that it has the right to grant the license granted hereunder. The total liability of PremiumBeat under this Agreement arising from your use of any Recording shall be limited to the license fee paid by you for such Recording. You hereby agree that this license is granted to you without any other warranty or recourse.

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Taxes

The license fees charged by PremiumBeat do not include any taxes, duties or other government charges. PremiumBeat will charge you additionally for the amounts of any such taxes, duties or other charges which PremiumBeat is required to collect, including without limitation, sales and use taxes and value added taxes. By entering into this agreement, you verify that your country of residence is the same as your billing address.

General Provisions

This Agreement shall be governed by and construed according to the laws of the Province of Quebec, Canada, and the Parties hereby acquiesce to the jurisdiction of the courts of the judicial district of Montreal. The parties hereto have expressly requested that this Agreement and all ancillary documents be drafted in the English language. Les parties aux présentes ont expressément exigé que cette convention et tous les documents accessoires soient rédigés en langue anglaise.

Nothing in the present Agreement shall be interpreted as constituting or creating a joint venture or partnership between the Parties. This Agreement shall be to the benefit of and bind the respective heirs, executors, administrators and assigns of the Parties hereto. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect.

This document acknowledges that the license has been paid for and issued.

Last Revised: January 2022