

## EPIDEMIC SOUND MUSIC LICENSE

### Music Cue Sheet (Appendix 1)

| Customer (the "Customer")  |                         |
|--|-------------------------|
| User ID  | 7933357                 |
| Company name   | Gather Presence, Inc.   |
| Company address  |                         |
| Contact person   | Mark Carpenter          |
| License Details  |                         |
| Name and/or description of the production (the " <b>Customer Production</b> ") | Gather.Town             |
| Licensed tracks (the " <b>Music Pieces</b> ")                                  | 0 seconds of music.     |
| License ID   | DL-yk07-cuygf4wvj5      |
| License issued at  | 2022-02-14 23:43:33 CET |

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## EPIDEMIC SOUND MUSIC LICENSE

### Music Cue Sheet (Appendix 1)

#### Licensed Music Pieces and license details

| Title               | License      | Details                         |
|---------------------|--------------|---------------------------------|
| Jungle 1            | Standard Sfx | Unlimited use in the Production |
| Forest Ambience     | Standard Sfx | Unlimited use in the Production |
| Vibrato Ambience 2  | Standard Sfx | Unlimited use in the Production |
| Engine Room Power 1 | Standard Sfx | Unlimited use in the Production |
| Pirate Ship Ocean   | Standard Sfx | Unlimited use in the Production |
| Nature Forest Swamp | Standard Sfx | Unlimited use in the Production |
| Jungle 2            | Standard Sfx | Unlimited use in the Production |

## EPIDEMIC SOUND MUSIC LICENSE FOR STANDARD LICENSES

### 1. Terms and relationship

The terms set forth in this Music License apply to the use of any service or product provided by Epidemic Sound AB (Västgötagatan 2, 118 27 Stockholm, Sweden). The Customer's use of any service or product provided by Epidemic Sound is subject to the terms set forth in this Music License and excludes any services provided to the Customer by Epidemic Sound under a separate agreement.

The Customer and Epidemic Sound are hereinafter referred to individually as a Party and jointly the Parties.

### 2. Accepting the terms

In order to use any service provided by Epidemic Sound, Customer must accept the terms stated below.

### 3. License grant and restrictions

**3.1** Subject to the terms and conditions of this Agreement, Epidemic Sound hereby grants to the Customer the right to access the music catalogue, to **make copies** of the Music Pieces and **synchronize** them in the Customer Production as set out in and in accordance with the Music Cue Sheet attached hereto as Appendix 1 (the "**Music Cue Sheet**").

**3.2** Epidemic Sound grants to the Customer a perpetual and world-wide right to **broadcast and exploit** the Customer Production stated in the Music Cue Sheet including the Music Pieces, on all platforms and all media whether now known or hereafter invented, with the

exceptions stated below, provided that the Customer Production is synchronized and completed in accordance with the Music Cue Sheet.

**3.3** The Customer's right to use and synchronize of the Music Pieces as stated in Sections 3.1-3.2 above, shall have the following restrictions.

(i) Use is NOT permitted in theme songs for programs ("vignettes").

(ii) Use is NOT permitted in corporate sound logos and/or channel identification material.

(iii) The Customer may NOT use the Music Pieces in advertisements/commercials to be broadcast/published within advertising space via any media or platform. The Customer shall have the right to use the Music Pieces in Customer Productions being boosted on social media platforms (such as, for example, Facebook and Instagram) without additional fees to (other than the fee to be paid under section 6 below), whereby boosted shall mean buying of for example additional reach or views, higher conversion or more followers (irrespective of if the content is thereby labeled as "boosted", "sponsored" or a similar term or is displayed without any such label) for an amount not exceeding EUR one thousand (1,000). For the sake of clarity, this right does not include any other online advertisement such as, for example, pre-, mid- and post-rolls advertisement on YouTube.

(iv) The Customer may NOT use the Music Pieces on television, Subscription Video On

Demand ("**SVOD**"), in feature films or in trailers promoting feature films.

(v) The Customer may NOT make available, use or in any other way exploit the Music Pieces for the purpose of making the Music Pieces (in whole or in part) available on a stand-alone basis, hence without being synchronized with a Customer Production in accordance with the purposes of this Agreement, including, but not limited to, uses where complete or almost complete Music Pieces, on its own or as part of a compilation, are combined with accompanying visual/narrative elements that are of subordinate importance (such as still image(s), panning motions or other limited animation/video/audio) or where the production is tantamount to use of the Music Pieces on a standalone basis, and/or uses of any Music Piece(s) in a Customer Production for the purpose of creating a music listening.

(vi) With the exception for games and apps developed by independent game developers or game studios, the Customer may NOT use the Music Pieces in games and apps.

(vii) The Customer may not use the Music Pieces in connection with any material or otherwise in a manner or context that is defamatory, illegal or inciteful of an illegal act; immoral; racist; hateful or discriminating against any person based on for example race, nationality, religion, ethnic identity, gender, gender identity or sexual orientation; that constitutes encouragement of violence or use of weapons; pornographic; or in a manner or context that otherwise violates any rights of anyone associated with the Music Pieces. The Customer shall comply with any applicable laws and regulations. Moreover, the Customer may not use the Music Pieces in connection with sensitive subjects without the prior written consent of Epidemic Sound. Sensitive

subjects include, but are not limited to, political content, such as the promotion, advertisement or endorsement of any party, candidate or elected official; and "adult videos" and promotion of adult entertainment venues, escort services, or the like.

(viii) This Music License only grants to the Customer, the right to use the Music Pieces in the Customer Production stated in the Music Cue Sheet. Usage of the Music Pieces in any other production shall be subject to a separate music license issued by Epidemic Sound.

**3.4** Epidemic Sound grants to the Customer a perpetual and world-wide right to **broadcast and exploit** the Customer Production stated in the Music Cue Sheet including the Music Pieces, on all platforms and all media whether now known or hereafter invented, with the exceptions stated below, provided that the Customer Production is synchronized and completed in accordance with the Music Cue Sheet.

**3.5** The Customer is entitled to sub-license all rights to broadcast and otherwise exploit the completed Customer Production in accordance with Section 3.3, for use by a third party.

**3.6** The Customer shall be entitled to cut and edit the Music Pieces as required by the Customer for incorporation into the Customer Production.

**3.7** All rights and licenses granted hereunder are non-exclusive, non-transferable and non-assignable and may not be sub-licensed other than as expressly permitted under this Agreement. For the avoidance of doubt, any assignment, transfer or secondary exploitation of the Customer Production containing Music Pieces made under this Agreement by the Customer is permitted. The Customer may only use the Music Pieces in accordance with

the rights and licenses granted under this Agreement. Any other use than the above constitutes copyright infringement.

#### **4. Ownership and intellectual property rights**

**4.1** Epidemic Sound warrants that it holds all rights, title and interest in and to the music catalogue and is the sole right holder in respect of the Music Pieces (including without limitation in the copyright in the compositions, the sound recordings and the performing rights in the Music Pieces) and that the exercise by the Customer (and its licensees and assigns) of the rights granted hereunder shall not infringe the copyright of any third party copyright holder.

**4.2** The Customer hereby acknowledges that it does not acquire any proprietary rights as a result of this Agreement in relation to any Music Piece. The Music Pieces are the sole property of Epidemic Sound.

#### **5. Epidemic Sound producers and third parties**

**5.1** Epidemic Sound warrants that none of the Music Pieces are administered by any collecting society by way of membership of a collecting society.

**5.2** Epidemic Sound reserves the right to receive remuneration from third parties when the Music Pieces are made available to the public through any Customer Productions pursuant to arrangements between Epidemic Sound and those third parties. For the sake of clarity, the Customer's own licensees and assigns (i.e. of the Customer Production) shall not have any liability to pay further remuneration to Epidemic Sound.

#### **6. License fee**

**6.1** In consideration for the rights granted hereunder the Customer shall pay a one-off fee as set out in and in accordance with the invoice submitted to the Customer by Epidemic Sound.

**6.2** If the Customer provides a VAT number and applies a VAT reverse charge on a purchase - and this aforementioned VAT number is invalid or non-applicable - Epidemic Sound has the right to credit the Customer and issue a new invoice with a correct VAT charge, for which the Customer will be obliged to pay

**6.3** The Customer grants that the country of residence as stated by the Customer in the Customer's account information is the country where the service will be used (note - this is only used to determine the VAT level).

#### **7. Trademarks and credits**

**7.1** Neither Party is granted any right or interest in or to the trademarks, brands or trade names of the other Party. Neither Party may use the other Party's trademarks, brands or trade names without the prior written consent of the other Party.

**7.2** Credit shall - to the extent reasonably possible, in relation to uses where it is standard practice to do so or if credits are provided for other music or content providers - be accorded in a form substantially similar in form and substance to the following: "Artist's Name / Title of Music Pieces / courtesy of [www.epidemicsound.com](http://www.epidemicsound.com)". The above credit will, if possible, be displayed as a hyperlink to [www.epidemicsound.com](http://www.epidemicsound.com).

#### **8. Return Policy**

**8.1** The Customer acknowledges that no Music Pieces licensed under this Agreement are eligible for return and thus that Epidemic

Sound does not grant refunds for licensed Music Pieces.

**8.2** If technical problems prevent or unreasonably delay delivery of a Music Piece or if the license transaction was made unintentionally by the Customer, the Customer is welcome to contact Epidemic Sound's customer support at [hello@epidemicsound.com](mailto:hello@epidemicsound.com).

## **9. Liability**

**9.1** Unless expressly otherwise set forth in this Agreement and subject to the liability limitations set forth below, each of the Parties shall be liable for any direct damages incurred by the non-breaching Party as a result of the breaching Party's breach and/or failure to perform its obligations under this Agreement.

**9.2** Except as noted below, neither Party shall be liable to the other for any special, indirect, incidental, consequential or exemplary damage, including, but not limited to, lost profits.

**9.3** The above limitations of liability shall not apply with respect to damage occasioned by fraud, willful misconduct, or gross negligence of a Party.

**9.4** In no case shall a Party, as a consequence of this Section 9, be liable to the other Party for damages that correspond to a higher value than the economic value of this Agreement, i.e. the license fee payable to Epidemic Sound in accordance with Section 6 above.

## **10. Assignment**

Neither Party may wholly or partially assign or pledge any of its rights and/or obligations under this Agreement without the other Party's prior written consent save as set out at Paragraph 3.6 above.

## **11. Amendments**

Any amendments to or modifications of this Agreement shall be made in writing and shall be signed by both Parties.

## **12. Dispute resolution**

Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof shall be finally settled by a public court with the Stockholm District Court as the court of first instance.

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Epidemic Sound AB