

# Licence Agreement PDF

## 1. Introduction

This **mobygratis** License Agreement is a contract between you and **Moby Collaboration, Inc.**, a Delaware corporation which is referred to as the “**Agreement**”. Moby Collaboration, Inc. will be referred to as “**mobygratis**” or “**Licensor**” in this Agreement. This Agreement covers in simple language the terms and conditions with respect to your use of the different types of Tracks (as defined below) available on the mobygratis website. In some cases, as described below, you may need to apply for a separate license for your particular desired use of a Track. By visiting and using the mobygratis website and using the Tracks as permitted by this Agreement, you accept and agree to be bound by and abide by the terms and conditions of this Agreement.

The artist Moby has created mobygratis in order to enable other creators such as filmmakers, musicians, students, influencers, choreographers, video editors, remixers, singers, rappers, etc. to use mobygratis music for free solely for their non-commercial creative purposes. “**mobygratis music**” refers solely to those Tracks which Moby has made available on the mobygratis platform—it does not include any other music created by Moby or any other artist, individual or entity. Some creators may use the mobygratis music as is, and others may wish to build upon it by adding their own musical elements, subject to the terms and conditions of this Agreement.

Basically, there are two ways to use the mobygratis music – either unmodified, or as a collaboration where you (and possibly more artists) add musical or production elements to a track, subject to the terms and conditions of this Agreement. Not all of the Tracks can be used for all purposes—as you browse the library of Tracks, the site will indicate which uses are permitted, as described in section 2 below.

## 1. Overall Limitation on Use of Tracks

There are some things, however, that you are not allowed to do with mobygratis music. Any Track licensed to you under this Agreement may be terminated by mobygratis at any time for any reason or no reason. **Moby does not permit his Tracks to be used to advertise right-wing politics or causes, or to be used to promote meat, dairy, or other animal products.** People may disagree about when these lines have been crossed—which is why Moby retains the right to terminate the license to any Track completely at his sole and absolute discretion, at any time.

On the mobygratis platform we identify two types of tracks, labeled either a “**mobygratis Restricted Track**” or simply “**Restricted Track**” or a “**mobygratis Track**” or collectively sometimes herein, simply “**Track**”. Restricted Tracks currently cannot be used to create a collaboration (technically referred to as a “derivative use”). You are not permitted to make any commercial use of any Track licensed under this Agreement. To make any commercial use of any Track on mobygratis—restricted or not—you must to apply for a separate **commercial license** using the email address supplied below for that purpose. Commercial use means, without limitation, that you may not monetize any Track, or Collaboration or Master Recording (as such terms are defined below) derived from any Track, on any platform or channel, such as, without limitation, on social media, sites like TikTok, X (Twitter), YouTube, Instagram, Facebook, etc., unless you have first applied

for and received a commercial license for that Track as described in section 8 below. Mobygratis retains the right in its sole and absolute discretion to determine whether any use of a Track (or Collaboration or Master Recording derived therefrom) is commercial.

Please note that when you use mobygratis music you may **not** directly or indirectly reference Moby by his artist name nor his birth name in any manner or media whatsoever. In using mobygratis music under this Agreement, you shall credit, list, hashtag, or otherwise reference only “mobygratis”.

## **1. Non-Profit Use – All Tracks**

Except as otherwise set forth in section 4 below, any of your uses of the Tracks on mobygratis shall be used solely for non-profit purposes subject to the overall limitations listed above or herein. This license for non-profit use includes both use of the Tracks unmodified and, except with respect to Restricted Tracks, collaboratively (as described below).

### **1. De Minimus Commercial Uses – DOES NOT APPLY TO RESTRICTED TRACKS**

At times, your use of a Track may not be technically “non-profit”, but may generate so little revenue or attention as to be considered commercially insignificant. Your project may use unreleased Tracks on a *de minimus* (i.e., very limited) basis where you may be streaming to very small audiences, but if such use exceeds 10,000 (ten thousand) streams in the aggregate, exceeds 50,000 (fifty thousand) views in the aggregate, or otherwise becomes commercially significant, you must notify us and apply for a commercial license.

If you wish to use Moby’s music for any purpose that is clearly commercial, you must apply for a separate commercial license as described in section 8 below.

### **1. Collaborative Tracks – DOES NOT APPLY TO RESTRICTED TRACKS**

Except for the “Restricted Tracks”, Tracks on mobygratis are available for **collaboration**. If you wish to collaborate on a track, i.e., add to it such as with vocals, production or another instrument, you may use that Track solely for non-profit, non-commercial purposes, subject to the specific “**Collaboration Grant of License**” below.

If you wish to use a collaborated Track commercially, you must apply to us for a commercial license as described in section 8 below.

#### **1. Collaboration Grant of License**

1. mobygratis hereby grants to you a limited, non-exclusive, worldwide, sub-licensable (subject to section 5.b. below), non-transferrable, revocable license to create a derivative work (the “**Collaboration**”) based on Moby’s original musical composition entitled “bakara” (the “**Original Work**”). The Collaboration may incorporate any portion of the Original Work, in whole or in part, in any form or medium, but must

- include some substantial modification of the Original Work to qualify as a Collaboration under this license.
2. This license permits you to add musical tracks, either instrumental or vocal, to the Original Work, creating the Collaboration.
  3. This license does not allow you to commercially exploit the Collaboration.
  4. Any sub-license of a Collaboration created under this license, shall be subject to the same terms and conditions set forth in this license, including, without limitation, section 5.b. below. As used herein, the term “sub-license”, “sub-licensable” or any derivation thereof, shall in each instance be subject to section 4 above and be limited solely to non-commercial digital distribution rights granted by you to any digital service provider (e.g., Spotify, YouTube, etc.) with respect to the Collaboration and/or Master Recording, as permitted to this Agreement.
  5. You may reproduce, distribute and publicly perform the master recording of the Collaboration (the “**Master Recording**”) as permitted by this license and the terms and conditions of this Agreement.
2. **Right of Approval** Prior to you entering into any agreement with a third party for the distribution, public performance, synchronization or other use of the Master Recording, you shall provide the Master Recording to mobygratis along with the details, in writing, of any such intended use in each instance. You shall not make, or permit any of the foregoing uses unless and until Licensor provides you with explicit written approval of the intended use in each instance of the Master Recording.
1. In the event that you proceed to enter any agreement with a third party for use the Master Recording without the written consent of mobygratis, the passage of time without mobygratis raising an objection to such use shall not be considered a grant of permission or approval—implied or otherwise.
  2. mobygratis, may in its sole and absolute discretion and at any time, including after granting written permission for the intended use of the Master Recording, revoke the permission for the use of the Master Recording for i) the particular use for which permission was granted, and/or ii) for any use whatsoever of the Master Recording, in which case you shall immediately terminate any further use of the Master Recording.
3. **Ownership and Rights** Subject to the limited license rights granted to you by this Agreement, mobygratis retains all right, title and interest in and to the Original Work, all Tracks, all Collaborations and all Master Recordings, and any underlying musical material therein, including, without limitation, sole and exclusive copyright therein, including the sound recordings, music, lyrics and titles thereof, for the full term of copyright, including all renewals and extensions thereof throughout the world.

### 1. Licensor's Right to Terminate

mobygratis may, at its sole discretion and without cause, terminate this Agreement and revoke your license to exploit the Collaboration by providing written notice to you at any time.

Upon termination, you shall immediately cease, and cause any and all third parties to cease, all use and distribution of the Collaboration and remove all references to the

Collaboration from websites, marketing materials, social media, and any other materials, platform or media.

### **1. Limitation of Liability and Indemnification**

You agree to waive and shall not assert any claims or allegations of any nature whatsoever against mobygratis, Moby, their respective affiliated and associated companies, and their respective owners, directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, and successors (each an "**indemnified party**" and, collectively, "**indemnified parties**").

To the fullest extent provided by law, in no event will mobygratis or Moby, or any other indemnified party be liable for any damages of any kind, under any legal theory, arising out of or in connection with this Agreement, the licensed rights hereunder, or your use of the Tracks or Original Work, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, loss of profits or loss of goodwill, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.

You hereby agree to defend, indemnify and hold harmless mobygratis, Moby and their respective indemnified parties from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and attorneys' fees, resulting from any and all causes of action, suits, proceedings, liability, debts, judgments, claims and demands whatsoever in law or equity which you or any third party ever had, now have, or hereafter can, shall or may have, for or by reason of, or arising directly or indirectly out of your use of the mobygratis site and services or arising out of your breach or alleged breach of this Agreement or the use of any Master Recording or Track or Original Work licensed under this Agreement.

### **1. Commercial Use License**

If you wish to use a track from the mobygratis platform for commercial purposes, you must apply for a commercial license prior to such use. You may do so by sending an email to: [mobygratis@moby.com](mailto:mobygratis@moby.com) and include your full name, the name of the Track, and your desired use of the Track, including all the commercial uses you anticipate, and the desired duration of the commercial license.

If one or more artists create an initial Collaboration and they are granted a commercial license, their revenue share would be, in the sole discretion of mobygratis, at most, 49% (forty-nine percent) of the gross income earned, received or credited from the permitted use and exploitation of that Collaboration. If a Collaboration is subsequently used by *another* artist or artists to create a new (or sub-) Collaboration—the new collaborating artist(s) will receive their share of any revenue exclusively from the initial collaborator(s); the mobygratis revenue share of any collaboration, regardless of how many layers of collaboration have occurred, shall always be greater than 50% (fifty percent). However, the specifics are subject to change in the sole and absolute discretion of mobygratis and would be covered on a case-by-case in the commercial license.

## **1. General Terms**

This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

No waiver of any breach of this Agreement shall be deemed a waiver of any prior or subsequent breach.