



Music License Agreement

Title of Musical Work

Pleasant Place

Artist

Prigida

License Type

Personal, Vlog, Indie Channel, Podcast

Verified Distribution Channel

RC RnD

Date Issued	08 Jul 2020	Licensor	Music Vine Limited	License Status	Validated
License ID	P48854-113496	Licensee	James Gaither		

This is an agreement between Music Vine Limited (registered company number 09234137) ("Music Vine", "us", "we") and you, as an individual or an organisation (incorporated or otherwise) as referenced above (the "Licensee" or "you"). The license agreement comprises this document of specific terms detailing your key license terms, together with Standard Terms of Licence which are set out below and also available publicly at musicvine.com (collectively the "Licence Agreement").

Your Coverage

Permitted Content

You have purchased the 'Personal, Vlog, Indie Channel, Podcast' license and as such you are permitted to use the Musical Work in The Content strictly in accordance with the following:

- i. The Content has been created by a Content Creator exclusively for their own online channel, social media account or website where the Project Budget is less than \$500 per video/episode and where the Content is of a personal, artistic, entertaining, educational or informative nature.
- ii. Unless 'Monetized / Sponsored / Branded' coverage is included, The Content does not promote a brand, product or service for commercial gain.
- iii. The Content is in the format of either a linear video, an interactive video or an audio production.
- iv. The Content may promote a charitable cause, provided that The Content is not commissioned or used by a non-profit organisation.
- v. The Licensee has confirmed that, on the date that this Agreement has been issued, The Channel on which The Content is to be published has less than 10,000 subscribers. It is on that basis that the

license terms hereunder have been granted. Subsequent growth of The Channel's subscribers beyond the aforementioned threshold does not impact the validity of this license.

Permitted Distribution

You are permitted to distribute The Content via the mediums/methods specified as follows:

- i. Web, Social Media & Podcast:
 - World wide web, including but not limited to social media platforms, video sharing platforms such as YouTube and Vimeo and Podcast available for download or streaming via services such as Spotify, iTunes or a personal website.
 - The Content must not by any means generate revenue for the Content Creator or any other directly associated party.
 - The Content must only be distributed via the channel or platform as specified under "Verified Channel".

Number of Uses

- i. The Musical Work may be used in a single video/'episode'.

General Terms of License

These terms, together with the Key License Terms (defined below) comprises your Music License Agreement.

1. Definitions

The Content: The media item(s) to which the Musical Work is entitled to be synchronised by you, as set out in the Key License Terms.

Copyright: All copyright and rights in the nature of copyright subsisting in the Musical Work in any part of the world to which the Licensor is, or may become, entitled, subject always to the Artist retaining ownership of the Musical Work.

Permitted Content: The scope of and conditions attached to the production of the Content to which you are obliged to conform, as set out in the Key Licence Terms.

Permitted Distribution: The scope of distribution of the Musical Work which you are entitled to, as set out in the Key License Terms.

Key License Terms: The terms setting out, amongst other, the parties, the License Type and Musical Work licensed to you pursuant to the terms of this License Agreement.

Musical Work: The piece of recorded music by the Artist licensed by Music Vine (including the associated musical composition) AND the respective recordings (and associated musical compositions) for any/all accompanying versions provided by Music Vine, as detailed in the Key License Terms.

Project Budget: The allotted costs associated specifically with the creation and completion (but not the distribution) of the Content.

Verified Distribution Channel/Profile/Platform: The personally managed distribution channel or platform via

which The Content is to be published. This may be, for example, a YouTube channel, Vimeo profile or personal website. Applicable only to "Personal, Vlog, Indie Channel, Podcast" licenses.

License Status: The status of validity of this Agreement. A License Status of 'Valid' confirms that the Agreement has been completed by means of payment of the License Fee and the terms herein have been granted to the Licensee. A status of 'Invalid' confirms either that the Agreement has not yet been completed or that the Agreement has been terminated.

License Fee: The total sum payable by the Licensee for the acquisition of the clearance granted in this Agreement.

2. Music Vine Non-Exclusive Licenses

Music Vine hereby grants you a non-exclusive, non-transferable right and license on the terms of this License Agreement to use and modify (subject to related restrictions) the licensed Musical Work strictly in accordance with the terms and conditions of this License Agreement.

Accordingly, you shall be entitled to use the Musical Work in accordance with the Key License Terms including but not limited to the Territory, Permitted Content and Permitted Distribution Terms and subject also to the Number of Uses.

3. License Duration

This license is granted to you in perpetuity.

4. Territory and Project Budget

Where not expressly stated within the Permitted Distribution, the territory otherwise granted in accordance with the Permitted Distribution is worldwide. You agree to only use the Musical Work in the Territory.

If applicable, you confirm that the Project Budget is true and accurate. In the event the Project Budget is exceeded to the extent that your license falls within a higher license band, you will be liable for increased license fee charges based on the applicable fees relating to the actual budget.

5. Versions and Variants of The Content

If updates are made to The Content and a new version is produced, the restrictions and terms and conditions included in and coverage granted in this License Agreement extend to the superseding version, provided that the previous version(s) are no longer being actively distributed. As such, for the purposes of this Agreement, the superseding version will become recognised as The Content.

The following types of variants may be recognised as a constituent of The Content, and are thus party to the coverage granted herein:

- Subtitles applied in various languages
- Overdubbed with alternative language(s)
- Minor variations to splash screens or calls-to-action
- Exports of The Content in varying aspect ratios

6. Fair Incidental Usage

Full and unrestricted clearance is hereby granted explicitly for the incidental inclusion of the Musical Work in any

separate promotional material (for example, a showreel or demo reel) which exhibits an extract of The Content, provided that the Musical Work only accompanies the applicable extract of The Content and does so in the exact manner that it was originally synchronised (i.e the inclusion of the Musical Work is solely incidental to exhibition of The Content).

7. Modification of the Musical Work

Expressly for the purpose of synchronising the Musical Work effectively to The Content, the Musical Work may be modified in a number of ways including:

- Restructuring and cutting
- Looping a certain section
- Using 'stem' files to construct an alternative arrangement
- Applying reverb or other effects to emulate environmental or playback conditions
- Applying minimal effects or audio clips

While modifications may be made and the structure of the music may change, the original composition must remain distinctly recognisable. It is not permitted for modifications to be made that may be deemed to be detrimental to the perceived quality of the Musical Work or that change the style or arrangement of the Musical Work in any other way.

8. Limitations Of Use

In addition to the restrictions and limitations on your use of the Musical Work as set out in the Key License Terms the following limitations also apply.

- You may not resell the Musical Work (or otherwise make it available) as your "Product", as 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. This is called a "Derivative Work". Notwithstanding any variations or arrangements made to the Musical Work, the Artist will always own the copyright in the Musical Work and in the Derivative Work.
- You acknowledge the Artist retains ownership of the Musical Work. You may not claim ownership of the Musical Work (or otherwise make it available) through YouTube's Content ID, even if synchronised with your own Content.
- You may not sell, transfer, share, give away or sublease the license agreement or the Musical Work to any other party.
- You may not resell the Musical Work by itself or as part of a package except as embodied within your own Content.
- You may not resell the Musical Work (or otherwise make it available) within a downloadable template where someone would be able to download the sound file as a separate file, such as in e-card templates or website templates.
- You may not resell the Musical Work (or otherwise make it available) as part of any competing product such as music compilation or music library.

9. Content Restrictions

The Licensee hereby warrants that the Content shall not:

- contain any material which is deceitful, threatening, abusive, defamatory, harmful, obscene or deliberately offensive to any person;
- promote violence, cruelty, illegal activity or discrimination of any kind;
- involve adult themed material, unless otherwise agreed with Music Vine;
- infringe any copyright, design rights, database right or trade mark of any other person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person or give the impression that the Content emanates from us; or

- include visual images of any individuals without having obtained any necessary consents.

10. Accreditation

While we encourage the inclusion of a credit for the track, artist and/or Music Vine, you are under no obligation to do this.

11. Liability

Music Vine 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 Music Vine under this Agreement shall be limited to that part of the fee paid hereunder by you to Music Vine for the license. You hereby agree that this license is granted to you without any other warranty or recourse.

Music Vine shall not be liable for any indirect costs or consequential losses (including without limitation loss of profits).

The Licensee shall indemnify the Licensors against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Licensors arising out of or in connection with:

- the Licensee's exercise of its rights granted under this agreement;
- the Licensee's breach or negligent performance or non-performance of this agreement, including any product liability claim relating to use of the Musical Works by the Licensee;
- the enforcement of this agreement; or
- any claim made against the Licensors by a third party for death, personal injury or damage to property arising out of or in connection with the use of the Musical Works.

12. Third Party claims

Music Vine makes all possible efforts to make sure that the terms of the License Agreement can continue on their terms as agreed. However, where Music Vine receives notice that the Musical Recording may be subject to a claim of infringement by a third party for which Music Vine or the Artist may be liable, Music Vine is entitled to require Licensee to immediately cease using the Musical Work, delete and/or remove the Musical Work from its premises, computer systems and storage (electronic or physical); and ensure that the Licensee's clients do likewise. Music Vine shall provide Licensee with comparable licensed material (which comparability will be determined by Music Vine in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this License Agreement.

The Licensee shall immediately notify the Licensors in writing giving full particulars if any of the following matters come to its attention:

- any actual, suspected or threatened infringement of the Copyright;
- any claim made or threatened that the Musical Work infringes the rights of any third party; or
- any other form of attack, charge or claim to which the Copyright may be subject.

In respect of any of the matters listed in above:

- the Licensors shall, at his absolute discretion, decide what action to take, if any;
- the Licensors shall have exclusive control over, and conduct of, all claims and proceedings;
- the Licensee shall not make any admissions other than to the Licensors and shall provide the Licensors with all assistance that the Licensors may reasonably require in the conduct of any claims or proceedings; and
- the Licensors shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for his own account.

The provisions of sections 101 and 101A of the Copyright, Designs and Patents Act 1988 (or equivalent legislation in any jurisdiction) are expressly excluded.

13. Performance Rights

Please note that this license does not include public performance rights. All such public performance licenses are the exclusive responsibility of the Licensee.

14. Termination

Music Vine shall have the right to terminate this Agreement by giving notice in writing to you with immediate effect if:

- you commit a material breach of this Agreement that is not capable of remedy; or with immediate effect you commit a material breach of this Agreement;
- a receiver or administrator is appointed over the whole or a substantial part of the Licensee's assets or if an order shall be made or an effective resolution passed for the winding up (other than a voluntary winding-up for the purpose of amalgamation or reconstruction) of the Licensee; if a petition is presented to the Licensee for the winding-up, if the Licensee makes an assignment of the benefit of this Agreement for their creditors or enters into a composition or arrangement for the benefit of their creditors; or where the Licensee enters into bankruptcy; or where the Licensee ceases or threatens to cease trading.

15. General Provisions

This Agreement shall be governed by and construed according to the laws of England and Wales. Nothing in the present Agreement shall be interpreted as constituting or creating a joint venture or partnership between the Parties.. 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.

Music Vine Limited, Company No. 09234137

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