

**LICENSE AGREEMENT / CERTIFICATE No. 68443-MTR-102233**

This agreement, dated **14** day of **September, 2017**, is between:

- **NEO Sounds Ltd.**, Suites 41/42 Victoria House, 26 Main Street, Gibraltar, GX11 1AA, Gibraltar (hereafter, "NeoSounds"); and
- **TimeWalk.org**, 1179 Stanyan Street, San Francisco, CA, California (CA), 94117, United States (acting itself or through a legal representative, hereafter, "Licensee").

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- **Audio Clip**: a sound recording and underlying musical works available for license from NeoSounds.
- **Project or End Product**: a media, audio/visual project to which Audio Clip is synchronized, including all its versions, multiple episodes, trailers, variations, updates or re-releases that come under the same Project / title.
- **Territory**: worldwide, except where expressly limited to a single territory.

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Audio Clip:	Title	Composer (PRO*)	Publisher (PRO*)
A Bright New Start (Full Track)	A Bright New Start	Bjorn Lynne (PRS)	Lynne Publishing (PRS)
Source: https://www.neosounds.com/songs/16041			
* PRO - Performing Rights Organization.			

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Licensee may use Audio Clips in the following types of Projects:

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- Online advertising & commercials;
- Website background audio;
- Applications & games (online, computer, video, flash and mobile);
- Slideshows, multimedia presentations, educational courses (including those online), and audiobooks;
- TV/radio shows (programs, news, documentaries, TV series, talk shows etc.);
- Radio advertising & commercials;

- Film and theatrical festivals (student and professional);
- Commercial theatrical releases;
- Any other commercial or non-commercial use, the purpose of which is to synchronize Audio Clips to a visual image (hereafter, "Sync Use") or to use Audio Clips as background audio to multimedia content.

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- TV advertising & commercials;

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- **Unlimited** number of **free** (not for profit) worldwide online video/podcast views, e.g. YouTube, Vimeo, Facebook etc. (**except** in the case of monetized videos/podcasts);
- Up to **10 million** worldwide impressions/exposures of **monetized** online videos (YouTube, Vimeo etc.), online advertising impressions, on-site or in-app **ad impressions**, etc.;
- **Unlimited** number of worldwide users/visitors of **free** (not for profit) online Projects, e.g. free online games, apps, courses, websites, etc.;
- **Unlimited** number of **free** (not for profit) worldwide physical or digital copies, reproductions or downloads of End Product;
- Up to **5,000** worldwide physical or digital copies, reproductions, downloads of **revenue generating** Projects / End Products, including the number of sales transactions for accessing online streaming videos, films, podcasts, paid online apps & games, in-app purchases etc.;
- Local TV show and film broadcasts (in **one city**, excluding the capital city, limited to a **single** Project);
- Local radio show broadcasts (in **one city**, excluding the capital city, limited to a **single** Project);
- Local radio advertising & commercials (in **one city**, excluding the capital city, limited to a **single** Project);
- Student and professional film festivals **worldwide** (limited to a **single** Project);
- Local commercial theatrical releases (in **one city**, excluding the capital city, limited to a **single** Project).

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- Transfer the rights, sublicense, sell, resell, present, lease, lend, distribute, share, make available for download, and/or transfer Audio Clips to any other individual or production company;
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