

Freeplay Music Synchronization License

Licensee: Udacity VR Developer Class
Production Created For: Udacity VR Developer Class

Date: Apr 12, 2018 (the “Effective Date”)

THIS LICENSE AGREEMENT (THIS “AGREEMENT”) IS A LEGALLY BINDING AGREEMENT BETWEEN YOU (“LICENSEE”) AND FREEPLAY MUSIC, LLC (“FREEPLAY”) WHICH IS REQUIRED FOR THE USE OF A MUSICAL WORK OWNED OR CONTROLLED BY FREEPLAY. BY CLICKING ON THE “I AGREE” BUTTON DURING THE CHECKOUT PROCESS, YOU ARE INDICATING THAT YOU HAVE READ THIS LICENSE AGREEMENT, THAT YOU UNDERSTAND IT, THAT YOU CONSENT TO BE BOUND BY ALL THE TERMS AND CONDITIONS HEREIN, AND THAT YOU ARE OVER THE AGE OF EIGHTEEN.

The parties hereto agree to the following terms and conditions:

1. LICENSE FEE: **\$0.99** (the “License Fee”)
2. Production(s): **Travel_Spain**
3. Type of Clearance: Master/Synchronization
4. Type of Use: **Personal / Personal Social Media & Home Listening**
For the use of one track, in one video, in personal social media accounts, that appears strictly in a non-revenue generating personal video. Personal videos cannot in any way be used to promote a business.
5. Song(s): **Poem of Haste & Rest** (collectively referred to herein as the “Song(s)”)
6. Writer(s): Provided by request
7. Publishers(s): Provided by request
8. Term: From the Effective Date In Perpetuity. (the “Term”)
9. Territory: Worldwide (the “Territory”)

10. YouTube (if applicable): If you have selected a Free Personal Use license, as defined below, for the uses of the Production solely on YouTube, and if you qualify for a Personal Use license: (a) such use is free to Licensee and is governed by the terms of this Agreement and YouTube’s Terms of Service (and Freeplay reserves the right to conform this Agreement with any and all of YouTube’s Terms of Service); and (b) Licensee agrees that Freeplay and YouTube are permitted to insert advertisements in any manner on, before, or otherwise connected to the Production(s) for any purpose, including without limitation, monetization, without Licensee’s prior consent on YouTube and does hereby grant all necessary authority to Freeplay and YouTube to do the same and to post advertisements in any manner on, before, or otherwise connected to the Production for any purpose, including without limitation, monetization, without Licensee’s prior consent on YouTube or any other YouTube. Freeplay shall have the sole and exclusive right (i) to determine if advertisements will be sold in connection with Production’s broadcast on YouTube and (ii) to collect and retain any monies payable in connection with the Song(s), including without limitation, any monies payable by YouTube in connection with such advertising or otherwise. Licensee shall have no right to “claim” or otherwise monetize the Song(s) and/or Production on YouTube. Personal Use is defined as a use of the Composition in an audio/visual format which is created by an individual for non-commercial purposes, and from which no monetary benefit, whether direct or indirect, is derived, that is posted on a personal YouTube page, for which the licensee does not monetize or allow any other party, other than Freeplay, to monetize and for which Freeplay will have the exclusive right to monetize such video.

Any additional non-YouTube hosted uses or business uses of the Production are not covered by this Agreement and require a separate, paid license.

11. Grant of Rights: Subject to the terms and conditions of this Agreement, including the below restriction on the use of the Production prior to the date of this agreement, Freeplay grants Licensee during the Term a nonexclusive, non-transferable, non-sublicensable right and license, in the Territory, solely to (a) reproduce, edit and integrate the Song(s) in synchronization or timed relation with the Production(s); and (b) broadcast, exhibit, display, transmit, retransmit, disseminate, and otherwise publicly perform the Song(s) as embodied in the Production(s) by the means specified in Section 4 above. If Licensee or any other party has exploited or otherwise used the Production prior to the date of this agreement, then no rights are granted hereunder, Licensee shall not be entitled to make any use of any of Freeplay Material and without limiting any of Freeplay rights or remedies, Freeplay is entitled retain all monies paid hereunder.

12. Reservation of Rights: Licensee hereby acknowledges and agrees that other than the rights to use the Song(s) specifically granted to Licensee herein, Licensee shall have no rights in and to the Song(s) or any use thereof. All rights in and to the Song(s) not expressly granted to Licensee herein are hereby reserved by Freeplay, including the right to collect public performance royalties, the right to monetize videos unless expressly granted to Licensee hereunder, any right to embody the Song(s) on records, compact discs, or other devices intended for sound alone, include Song(s) in any audiovisual works other than the Production(s) and all other rights to distribute any of the preceding. Without limiting the generality of this Section 12, Licensee may not:

(a) make any changes to the Song(s) other than to shorten the Song(s) using a continuous portion thereof;

(b) make any change in the original lyrics (if applicable), the basic melody or in the fundamental character of the Song(s);

(c) use any sound-alike or other re-recordings in which an artist (solo or group) performs the Song(s) in such a way as to imitate or otherwise reproduce an earlier recorded performance of the Song(s); or

(d) use the name, image, likeness, or voice of the Composer unless specifically approved in advance by the Composer.

13. Special Terms: Licensee acknowledges that the creation of any additional videos, programs or any other uses of the Song(s) or any of Freeplay's other music in any other manner, including, but not limited to a change or addition to the Song(s) that creates a derivative work, are not permitted without first securing an additional separate license which Freeplay will be under no obligation to grant.

14. Cue Sheets/Media Buys: To the extent applicable, Licensee shall prepare or require third parties to prepare and provide to both Freeplay and any applicable performing rights societies (e.g., ASCAP, BMI, etc., each a "PRO") all necessary cue sheets, media buys (as such term is used in the advertising industry) and/or other documentation required or requested by a PRO to facilitate a royalty payment for the Production as soon as practicable.

15. Credits: To the extent that Licensee provides credit to any third parties in connection with the Production, Licensee shall accord Freeplay with a comparable credit. If the Production is uploaded on YouTube, Licensee shall provide credit, including Freeplay's name and the song title, in the "Music" field in connection with each Production.

16. Representations and Warranties: Freeplay warrants that it has the legal right to grant the license granted herein and all rights hereunder. Licensee warrants and represents that it has not, nor does it have any knowledge that it or any other party has, ever used, distributed or otherwise made the Production(s) available to the public, before the Effective Date. Licensee further warrants and represents that all of the information provided herein is accurate and complete and that the Song(s) will only be used as provided for in this agreement. If Licensee is accepting on behalf of Licensee's employer or another entity, Licensee represents and warrants that: (a) Licensee has full legal authority to bind such employer or other entity to these terms and conditions; (b) Licensee has read and understands this Agreement; (c) Licensee agrees, on behalf of such employer or other entity, to the terms and conditions of this Agreement; (d) Licensee shall ensure that such employer or other entity makes the required payment prior to any use of the Songs; and (e) Licensee will provide Freeplay with the name of such employer or other entity in this Agreement. The person executing this agreement on Licensee's behalf warrants his/her authority to do so, and such person hereby personally assumes secondary liability for the terms of this agreement.

17. Indemnification: Each party hereto agrees to defend, indemnify, and hold the other, and its successors and assigns, and each of their respective directors, officers, members, shareholders, agents and employees, harmless from any and all liabilities, claims, demands, losses and damages arising out of or in connection with any claim by a third party which is inconsistent with any of the warranties, representations, or agreements made by the indemnitor. The indemnitor agrees to reimburse the indemnitee on demand for any payment made by the indemnitee at any time after the Effective Date with respect to any liability or claim to which the foregoing indemnity applies. Neither party shall settle any claim which would subject the other party to liability for indemnification hereunder without the prior written consent of such other party, which consent shall not be unreasonably withheld. Each party shall give the other prompt notice, in writing, of any claim to which the foregoing indemnity applies, and the indemnitor shall have the right to participate in the defense of any such claim, at its sole cost and expense. Notwithstanding the foregoing, Freeplay's liability shall be limited to repaying to Licensee the License Fee paid hereunder.

18. Termination: This Agreement shall automatically terminate if (i) any payment due hereunder has not been paid in full subject to the terms and conditions of this Agreement, (ii) if the Production has been used prior to the payment due hereunder, (iii) if any information provided by Licensee in connection with this Agreement is inaccurate or incomplete, (iv) if the Licensee in any way exceeds the scope of this Agreement, and (v) in case of any material breach of this Agreement by Licensee. Termination of this Agreement pursuant to this paragraph shall render this agreement void ab initio. The parties agree that regardless of the fact that this agreement would be void ab initio, in the case of such termination both past and future exhibition of the Production an act of willful copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Freeplay. In the case of the above, Freeplay shall be entitled to retain all payments to date.

19. Entire Agreement: This Agreement constitutes the sole and entire agreement of the parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

20. No Third-Party Beneficiaries: This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

21. Headings: The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

22. Governing Law: This Agreement shall be construed and interpreted according to the laws of New York State without giving effect to its conflicts of law rules. New York State courts located in the state, city, and county of New York shall have the sole jurisdiction and venue over any controversies regarding this Agreement. Licensee and any party Licensee represents consents to personal jurisdiction of said courts.