

Musicbed: Licensing Agreement

Thomas Seebacher
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Klagenfurt, Kärnten 9073
AT

February 17, 2020

The Music Bed, LLC. ("MB") approves the use of "We Have It All feat. Zachary David - Instrumental" (Composition(s) and Master(s)) for ARGE Nockholz "Nockholz" (the "Production") pursuant to your request date February 17, 2020 as follows:

SECTION I

Composition/Master:	We Have It All feat. Zachary David - Instrumental
Artist(s):	Marie Hines
Duration:	4:23
Licenses:	Programming / Web / Streaming / \$0 - \$5k
Territory:	Worldwide
Production:	Nockholz
Scene/Project Description:	Image Video
End Client:	ARGE Nockholz
Fee:	\$58.80

Production, Project Description, and End Client MUST align with the Project Type, Size, Term, Use, and Territory listed above.

Example:

If a business corporate license was chosen it must be used for a corporation of the correct size, and may not be used for something outside of the Project Use chosen on www.musicbed.com

This permission is only for the use of "We Have It All feat. Zachary David - Instrumental" Composition/Master in the Production as specified herein. Any other proposed use is subject to Musicbed's approval.

Please contact Musicbed with any Questions or comments.

The Music Bed, LLC. 9555 Harmon Road Fort Worth, TX 76177
1-800-380-8154

This Agreement (the "Agreement") is a legal contract between you (the end user) and The Music Bed, LLC., a Texas limited liability company with its principal office located in Tarrant County, Texas (hereinafter "Licensor"). By downloading Recordings from our website, you agree to conduct this transaction electronically and you agree to be bound by the terms of this Agreement in respect to those Recordings. If you do not accept or agree with these terms, do not download Recordings. In this Agreement you are referred to as Licensee.

The use of the Recording(s) are strictly subject to the terms, conditions, and restrictions set forth on Section I of this agreement. Further, if any of the Licensee-provided information in Section I is missing, omitted, or incorrect, this license can be invalidated. This license is for a single film project intended to promote a single organization, entity, company, product, or the like (collectively referred to as "End Client"). Placement of the brand, logo, name, or other identifier of more than one End Client on the project is a violation of the terms of this agreement. Co-branded projects, i.e., those featuring the brand, logo, name, or other identifier of more than one End Client, require a custom written license from The Music Bed.

1. You acknowledge that each Recording is the property of Licensor and its Artists. If you are entering this Agreement on behalf of an organization, entity, or company, then that entity is bound to the license granted and the restrictions and limitations detailed herein (and such entity or organization is included in the term "Licensee") regardless of your future employment and/or relationship with such entity.

2. In consideration of the mutual promises contained herein, and the payment to Licensor in Section I of this agreement (amount listed under fee), Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the

Recordings of those Artists represented by Licensor subject to the terms and conditions set forth below.

3. Licensor may also terminate this License Agreement upon Licensee's breach of any of the terms of this Agreement by giving notice in writing of such breach, as provided in Paragraph 20, by regular or registered mail, or electronic communication such as email to Licensee at Licensee's physical or provided email address. If Licensee fails to remedy the breach complained of within fourteen (14) days of the date of receipt mailing of the notice (as provided in Paragraph 20), then this Agreement shall automatically terminate on the fifteenth (15) day. In the event of termination of this Agreement due to a breach of such by Licensee, Licensor shall be entitled to retain any fees paid by Licensee pursuant to this Agreement.

4. Any use of the Recording after termination of the license this Agreement is prohibited and may be actionable as an act of infringement of copyright owned by the Artist or Licensor or for any other applicable cause of action.

5. The uses of the Recordings are strictly subject to the rules set on Section I of this agreement.

6. Licensor represents and warrants that it owns or controls 100% of the copyright in the composition and 100% of the copyright in the Master and has the right to grant the rights granted to Licensee under this agreement.

7. The recordings and accompanying materials (if applicable) are provided "as is" without warranties or conditions of merchantability or fitness for a particular purpose. Licensor does not represent or warrant that the recordings will meet Licensee's requirements or that its use will be uninterrupted or error free. The entire risk as to the quality and performance of the recordings is with Licensee. Should the recordings prove defective, Licensee, and not Licensor, assume the entire cost of all necessary corrections.

8. LICENSOR'S entire liability and Licensee's exclusive remedy, with respect to any claims arising out of Licensee's use of the Recordings or accompanying material (if applicable), or out of Licensee's actions in downloading such, shall be as follows:

(a) Licensee may, upon request to Licensor, be permitted to download the Recordings again, at a location provided by Licensor;

(b) If Licensee continues to be unable to download the Recordings, Licensor will refund the fee actually paid by Licensee in respect of the use of such Recordings, provided Licensor determines in its sole and absolute discretion that Licensee has been unable to download such Recordings successfully.

(c) In no event shall Licensor or any of its directors, officers, employees, shareholders, partners, or agents be liable for any incidental, indirect, punitive, exemplary, or consequential damages whatsoever (including damages for loss of profits, interruption, loss of business information, or any other pecuniary loss) in connection with any claim, loss, damage, action, suit or other proceeding arising under or out of this agreement, including without limitation Licensee's use of, reliance upon, access to, or exploitation of the recordings, or any part thereof, or any rights granted to Licensee hereunder, even if Licensor has been advised of the possibility of such damages, whether the action is based on contract, tort (including negligence), infringement of intellectual property rights or otherwise.

(d) In any event, Licensor's total maximum aggregate liability under this agreement, the license provided hereunder, or the use or exploitation of any or all of the recordings in any manner whatsoever shall be limited to the fees actually paid by Licensee to Licensor under this Agreement in respect of the use of the recordings.

9. This License is personal to the Licensee and strictly subject to the exercise of the rights set out herein. The rights and obligations set forth in this Agreement may not be assigned or otherwise transferred without Licensor's prior written consent. Licensor may assign this Agreement without Licensee's consent.

10. Each party (the "Indemnifying Party") shall indemnify, hold harmless and defend the other party (the "Indemnified Party"), its parent, subsidiaries, affiliates, and the other party's respective officers, directors, employees and agents from any and all liabilities, actual loss, damages, costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Indemnified Party that arise out of any claim, demand, suit, action, encumbrance, deficiency, or proceeding brought by a third party that involves, relates to or concerns a violation or other breach by the Indemnifying Party of any of the provisions of this Agreement (including, without limitation, any of the representations or warranties of the Indemnifying Party set forth in this Agreement) or the negligence or willful misconduct of the Indemnifying Party. Provided, however, that the Indemnified Party, upon receipt of a notice of a claim that could result in the Indemnifying Party indemnifying the Indemnified Party, gives prompt notice to the Indemnifying Party of the existence and specifics of such claim.

11. The performance of any Composition in the exhibition of any program materials authorized hereunder may be made by systems having valid performance licenses from the American Society of Composers Authors and Publishers ("ASCAP"), Broadcast Music, Inc. ("BMI"), Society of European Stage, Authors and Composers ("SESAC") or other applicable performing rights societies, as the case may be. The performance of any Composition in the exhibition of any program materials authorized hereunder by systems not having licenses there from is subject to clearance of the performing right

either from ASCAP, BMI, SESAC or other applicable performing rights society, in accordance with their customary practices and the payment of their customary fees. This agreement shall not supersede any clearances with regard to any Composition or Master authorized hereunder as required by performance right societies in such portion of the Territory as is outside of the United States and its possessions, which shall be in accordance with their customary practices and the payment of their customary fees to the extent required hereunder.

12. Unless otherwise stated in Section I of this Agreement, Licensee agrees that it shall not use the Recording(s) in any of the manners described below:

a. Projects and products which incorporate Recording(s) may not be monetized, which involves the Licensee:

(i) placing a video or videos containing Recording(s) on video hosting services such as, but not limited to, YouTube, AND;

(ii) authorizing the presence of advertising with such video(s), and

(iii) being entitled to a share of the revenues from any such advertising.

b. The Recording(s) may not be sold as standalone music files, or included in any other media/stock product, library, or collection for distribution or resale. Licensee may not disassemble, decompile, reverse engineer, translate, or otherwise decode the Recording(s) for any reason whatsoever.

c. Recording(s) may not be used for product that is intended for resale, such as, but not limited to, digital product (electronic templates for websites or applications, software and mobile applications, video games, stock elements or films/illustrations for resale) or physical product (DVDs, BluRay, or external media storage such as USB drives).

d. If Licensee provides Recording(s) or works incorporating the Recording(s) to a client as part of its work product, the client may not reuse the Recording(s) or works incorporating the Recording(s) for any purposes other than a review of Licensee's work product without purchasing a separate license.

e. Recording(s) may not under any circumstances be used in or in conjunction with, or in any way that might be considered pornographic, obscene, immoral, or illegal.

f. Recording(s) shall not be used in conjunction with sensitive subject matter without the prior written consent of The Music Bed; sensitive subject matter includes but is not limited to sexual activity or sexual-oriented nudity; tobacco, alcohol, or drug use; health issues and bodily functions; illegal activities; excessive or graphic violence; and political content.

g. Recording(s) may not be used in a way that may be considered defamatory, libelous, or fraudulent, or in a way that is derogatory of any race, nationality, ethnic identity, gender or sexual orientation, or political or religious belief, whether directly or in context or juxtaposition with other materials.

h. Recording(s) may not be used in any manner that creates a false inference or places the Recording(s) in a context that is likely to result in bringing the Recording(s), The Music Bed, or any Artist into public disrespect, scorn, contempt, scandal, ridicule, or that is likely to tend to shock, insult, or offend the community or public morals or decency or prejudice The Music Bed, any of its Artists, or any person or property in the Recording(s), or otherwise detract from or negatively affect the public image of The Music bed or any of its Artists.

13. The parties to this Agreement are independent contractors. Nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representation, or employment relationship between the parties. Neither party has authority to make or accept any offers or representations on behalf of the other party.

14. Any use of Recording(s) in a manner not expressly authorized by this Agreement or in breach of a term of this Agreement constitutes copyright infringement, entitling The Music Bed and/or its Artists to exercise all rights and remedies available to it at law or in equity, including injunctive relief and monetary damages against all users and beneficiaries of the use of such Recording(s). In such case, The Music Bed and/or its Artists shall have the right, without providing prior notice to Licensee, to issue a Digital Millennium Copyright Act (DMCA) notice (as provided by 17 U.S.C. §512 and any successor statute) to any site or outlet in which the project appears or is placed in violation of the terms of this Agreement. Licensee shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party. In addition, and without prejudice to The Music Bed's other remedies under this Agreement, The Music Bed and/or its Artists reserves the right to charge and Licensee agrees to pay a fee equal to up to five (5) times The Music Bed's standard license fee for the unauthorized use of the Recording(s). The foregoing is not a limiting statement of The Music Bed's or its Artists' rights or remedies in connection with any unauthorized use of the Recording(s) or any breach of this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.

15. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior proposals, agreements or communications, written or oral, of the parties with respect to the subject matter herein.

16. This Agreement may not be modified, altered or amended, except by written instrument duly executed by both parties.
17. No failure or delay by either party in exercising any right hereunder will operate as a waiver thereof.
18. Any attempt by Licensee to assign this Agreement other than as permitted above will be null and void. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
19. If any provision of this Agreement is found to be invalid or unenforceable by an arbitrator or a court of competent jurisdiction, the remaining portions shall remain in full force and effect.
20. All notices required under this Agreement shall be (a) either electronic or in writing, (b) deemed to have been duly made and received when (i) personally served, (ii) electronically received (iii) delivered by commercially established courier service, or iv) five (5) days after deposit in mail via certified mail, return receipt requested, to the addresses specified below or at such other address as the parties shall designate in writing from time to time. Address for notices:
- LICENSOR:
The Music Bed, LLC. 9555 Harmon Rd. Fort Worth, TX 76177
- END CLIENT: The larger of (i) the organization, entity or brand which is featured in the video project AND (ii) the organization, entity or brand which publishes the video project.
- LICENSEE:
Address listed above Section I of this agreement.
21. This Agreement shall be governed by and construed under the laws of the State of Texas without regard to any conflict of law provision. This Agreement is performable in whole or in part in Tarrant County, Texas.
22. At no time while this Agreement is in effect shall Licensee deal directly or indirectly with any Artist regarding Artist's Recordings where a Representation Agreement is in effect between Artist and the Company.
23. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND THE MUSIC BED, LLC WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND THE MUSIC BED, LLC RELATING TO THE SUBJECT OF THIS AGREEMENT.
24. Full details of permitted and restricted uses are outlined below.

Programming Use Guidelines

Single use in a, single episode of a series (e.g. online / web series, YouTube Channel, podcast, TV show, etc.), subject to distribution options chosen during checkout. Adult content / themes, alcohol, tobacco or drug use, and political content requires Musicbed approval before license purchase.

Web Series

The Web Series distribution option is a single use license intended for web sites or streaming sites, for use in a single webisode or a single episode within a recurring online series that is not brand sponsored, or promoting a company or event. (DOES NOT INCLUDE PAID ADVERTISING or BROADCAST MEDIA unless specifically stated in Section I of this agreement). Includes all forms of web videos for placement anywhere on the web including YouTube, Vimeo, Facebook, and other User Generated Content sites as well as streaming for web-enabled handheld devices/phones and internet-connected tablets. This license includes a perpetual right to stream the project in its final form within the specified media and territories. This license is also subject to the production budget chosen during checkout as shown on your invoice.