



LICENSE AGREEMENT

This Agreement is made and entered into as of the date You acknowledged agreeing to the terms and conditions presented by Paramusical Inc. ("Paramusical"), on Paramusical's website.

This Agreement is made and entered into between Paramusical, on the one hand, and you, or the employer for which you work ("You") on the other hand.

WHEREAS Paramusical is in the business of commercially licensing original music content for uses in such mediums as television, motion pictures, radio, Internet broadcast, advertisements, et cetera;

WHEREAS You are in the business of commercially exploiting original music content for uses in such mediums as television, motion pictures, radio, Internet broadcast, advertisements, et cetera;

WHEREAS Paramusical owns and controls all of the intellectual property rights, distribution rights, titles, and other interests in the musical work or audio recording (the "Composition").

WHEREAS Paramusical and You both intend for You to acquire a license in the Composition in order to commercially exploit the work (the "License");

NOW, THEREFORE, in consideration of the mutual covenants and agreements, as well as other valuable consideration included herewith, the receipt of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF LICENSE

- a. Paramusical hereby grants you a limited, non-exclusive, non-transferable, worldwide (except where expressly limited to a single sovereign nation (a "Territory")) right and license in perpetuity to modify (subject to the restrictions outlined in this Agreement) and use the Composition in accordance with the terms and conditions of this Agreement, in the form of a Standard or Premium License, as applicable.

2. TYPE OF LICENSE

Paramusical offers two (2) types of licenses for You to purchase, which allows for the exploitation of the Composition in the following ways or mediums (the "Project"):

Standard License:

Upon purchase of a Standard License, You may use the Composition in any number of *nonprofit* Projects, in the following ways:

- o In online streaming platforms, such as YouTube.
- o Websites and social media;
- o Podcasts
- Any Project that is not Commercially Distributed or does not constitute a use that requires a Premium License, including, but not limited to:
 - o Corporate videos;
 - o Videos and slideshows sold to third parties for non-commercial use (e.g. wedding videos);
 - o Apps and video games;
 - o Film and theatre (student or film festival); and
 - o TV and radio programming (pilots, public broadcasting).
 - o



- In the event that You desire to use the Composition in presentations, videos, or other such Projects for third party customers (i.e., wedding videos or business promotional videos), You must purchase an individual Standard License for each third party customer. Notwithstanding the above, You may use the Composition for the *same* third party customer without purchasing another Standard License.

Premium License

Upon purchase of a Premium License, You may use the Composition in a *single* project, in the following ways:

- In a film or theatre production, provided the budget for the film or theatre production does not exceed (USD) \$2,000,000.
- In an advertisement distributed in a single Territory:
 - On television (whether distributed via broadcast, cable, or in an “on-demand” context);
 - On radio;
 - Out of home (e.g., digital billboard); or
 - In theatres
- In point of sale locations, provided all such locations are located within a single Territory, including but not limited to usage in:
 - Shopping malls;
 - Point of sale systems;
 - In-store displays
 - Showroom videos
 - Trade shows, industrial fairs, and exhibitions

3. ADDITIONAL TERMS, LIMITATIONS OF USE

- a. The Composition licensed under this agreement is for Your personal or organizational use only. You may use the Composition for Your personal Projects and/or professional Projects that You undertake for Your clients or employer.
- b. This license does not include the right to perform the Composition publicly. In order to properly report music used in television and radio productions, cue sheets must be filed with the networks, stations, and appropriate Professional Rights Organizations, and a copy must be emailed to Paramusical at info@paramusical.com.
- c. If a Composition is used in an online video platform, You may not claim ownership of the Composition (or otherwise make the Composition available) through any content detection and/or registration systems (such as YouTube’s Content ID), even if done in conjunction with Your Project.
- d. Additionally, You hereby acknowledge that You may not:
 - i. Sell, transfer, sublicense, share, give away or otherwise assign the Composition or Your rights granted hereunder to any other party;
 - ii. Resell the Composition by itself or as part of a package except solely as embodied within Your Project;
 - iii. Resell the Composition (or otherwise make it available) in any manner that would enable a third party to download the Composition as a separate file, such as in e-card templates or website templates;
 - iv. Resell the Composition (or otherwise make it available) as part of any competing product such as a music compilation or music library;



- v. Sell the Composition (or otherwise make it available) as, or as part of Your music or Your song, even if it has been transformed, edited, translated, or materially altered by adding other instruments or vocals;
- vi. Claim to be the creator or copyright holder of the Composition or of any derivative work created from the Composition.

4. CONSIDERATION

- a. In consideration for the License purchased by Distributor as set forth above, You hereby agree to pay Publisher a license fee (the “License Fee”) in accordance with the terms set forth on the Paramusical website.
- b. As this License Fee does not include any applicable taxes, duties, or other governmental charges, You acknowledge that Paramusical shall charge You an additional sum for any and all such taxes, duties, or other governmental charges that may apply.

5. PREVIEWS

- a. Previews of recordings available for download are for internal testing and client approval purposes only, and cannot be used for any other purpose, including, but not limited to, any unlicensed use in commercial materials, advertisements, digital media, or video synchronization.

6. OWNERSHIP

- a. You hereby acknowledge that Paramusical is and remains the owner of all right, title, and interest in the Composition, including, and without limitation, any copyright or other intellectual property rights. The Composition is protected by and subject to all United States Copyright laws. This license is non-exclusive and Paramusical retains the right to sell licenses to third parties at its sole discretion.

7. LIMITATION OF LIABILITY

- a. Paramusical makes no warranty or representation of any kind, express or implied, except to the extent that it has the right to grant the license granted hereunder. The total liability of Paramusical to You under this Agreement arising from any use of the Composition shall be limited to the license fee You paid to Paramusical. You hereby acknowledge that this license is granted without any other warranty or recourse.

8. AVAILABILITY OF RECORDINGS

- a. Paramusical makes all efforts to ensure that the recordings that comprise its online database are available at all times. Notwithstanding the above, Paramusical makes no representation or warranty that the Composition will be available at all times. Paramusical reserves the right to discontinue licensing the Composition at its sole discretion.
- b. In the event that Paramusical is provided with notice or otherwise concludes that the Composition may be subject to a claim of infringement of another’s right for which Paramusical may be liable, Paramusical may require You to immediately cease and desist all uses of the Composition, delete or remove the Composition from its premises, computer systems, and any other storage system (electronic or physical); and ensure that any of Your clients do likewise. In the event of an occurrence as set forth in this paragraph, Paramusical shall provide You with comparable content (as determined by Paramusical in its reasonable commercial judgment) free of charge, but subject to the terms and conditions of this Agreement.



9. **COUNTERPARTS**

- a. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

10. **GOVERNING LAW, DISPUTE RESOLUTION**

- a. This Agreement is governed by the laws of the State of California. In the event of a disagreement between the parties regarding the performance of this Agreement, both parties agree to attempt first a resolution through a mutually agreed upon mediator, with costs to be split evenly between You and Paramusical. Should mediation fail and should litigation arise between the parties, the prevailing party shall be compensated for whatever damages are awarded, plus reasonable attorney's fees and costs by the other party.

11. **INTEGRATION AND MERGER, SURVIVORSHIP**

- a. This Agreement represents the entire agreement between You and Paramusical, and may not be modified, changed, or terminated in any way unless there is a written agreement signed by both parties.
- b. This Agreement shall bind any and all of Your successors, assigns, administrators, successors, grantees of, and shall bind any and all successors, assigns, administrators, and grantees of Paramusical.
- c. This agreement has retroactive effect to the date of creation of the Composition.

You are hereby bound by this Agreement upon acknowledging that you have read and agreed to the terms and conditions presented in this Agreement on the Paramusical website.