



## EPIDEMIC SOUND MUSIC LICENSE

### Standard License

#### 1. Terms and relationship

The terms set forth in this Music License apply to the use of any service or product provided by Epidemic Sound AB (Åsögatan 121, 116 24 Stockholm, Sweden). The Customer's use of any service or product provided by Epidemic Sound is subject to the terms set forth in this Music License and excludes any services provided to the Customer by Epidemic Sound under a separate agreement.

The Customer and Epidemic Sound are hereinafter referred to individually as a Party and jointly the Parties.

#### 2. Accepting the terms

In order to use any service provided by Epidemic Sound, Customer must accept the terms stated below.

#### 3. License grant and restrictions

**3.1** Subject to the terms and conditions of this Agreement, Epidemic Sound hereby grants to the Customer the right to access the music catalogue, to **make copies** of the Music Pieces and **synchronize** them in the Customer Production as set out in and in accordance with the Music Cue Sheet attached hereto as Appendix 1 (the "**Music Cue Sheet**").

**3.2** The Customer's right to use and synchronize of the Music Pieces as stated in Section 3.1 above, shall have the following restrictions.

(i) Use is NOT permitted in theme songs for programs ("vignettes").

(ii) Use is NOT permitted in corporate sound logos and/or channel identification material.

(iii) The Customer may NOT use the Music Pieces in advertisements/commercials to be broadcast/published within advertising space via any media or platform.

(iv) The Customer may NOT use the Music Pieces in feature films or in trailers promoting feature films.

(v) The Customer may NOT distribute or sell the Music Pieces separately or in whole as stand-alone files.

(vi) This Music License only grants to the Customer, the right to use the Music Pieces in the Customer Production (hence, one (1) single production) stated in the Music Cue Sheet. Usage of the Music Pieces in any other production shall be subject to a separate music license issued by Epidemic Sound.

**3.3** Epidemic Sound grants to the Customer a perpetual and world-wide right to **broadcast and exploit** the Customer Production stated in the Music Cue Sheet including the Music Pieces, on all platforms and all media whether now known or hereafter invented, provided that the Customer Production is synchronized and completed in accordance with the Music Cue Sheet.

**3.4** The Customer is entitled to sub-license

all rights to broadcast and otherwise exploit the completed Customer Production in accordance with Section 3.3, for use by a third party.

**3.5** The Customer shall be entitled to cut and edit the Music Pieces as required by the Customer for incorporation into the Customer Production.

**3.6** All rights and licenses granted hereunder are non-exclusive, non-transferable and non-assignable and may not be sub-licensed other than as expressly permitted under this Agreement. For the avoidance of doubt, any assignment, transfer or secondary exploitation of the Customer Production containing Music Pieces made under this Agreement by the Customer is permitted. The Customer may only use the Music Pieces in accordance with the rights and licenses granted under this Agreement. Any other use than the above constitutes copyright infringement.

#### **4. Ownership and intellectual property rights**

**4.1** Epidemic Sound warrants that it holds all rights, title and interest in and to the music catalogue and is the sole right holder in respect of the Music Pieces (including without limitation in the copyright in the compositions, the sound recordings and the performing rights in the Music Pieces) and that the exercise by the Customer (and its licensees and assigns) of the rights granted hereunder shall not infringe the copyright of any third party copyright holder.

**4.2** The Customer hereby acknowledges that it does not acquire any proprietary rights as a result of this Agreement in relation to any Music Piece. The Music Pieces are the sole property of Epidemic Sound.

#### **5. Epidemic Sound producers and third parties**

**5.1** Epidemic Sound is responsible for ensuring that none of its composers, musicians or producers are members of any collecting society.

**5.2** Epidemic Sound reserves the right to receive remuneration from third parties when the Music Pieces are made available to the public through any Customer Productions pursuant to arrangements between Epidemic Sound and those third parties. For the sake of clarity, the Customer's own licensees and assigns (i.e. of the Customer Production) shall not have any liability to pay further remuneration to Epidemic Sound.

#### **6. License fee**

In consideration for the rights granted hereunder the Customer shall pay a one-off fee as set out in and in accordance with the invoice submitted to the Customer by Epidemic Sound.

#### **7. Trademarks and credits**

**7.1** Neither Party is granted any right or interest in or to the trademarks, brands or trade names of the other Party. Neither Party may use the other Party's trademarks, brands or trade names without the prior written consent of the other Party.

**7.2** The Customer shall ensure that Epidemic Sound's name is displayed and credited in conjunction with the display of the Customer Production containing the Music Pieces, when possible. Credits substantially similar in form and substance to the following are acceptable:

**Production music courtesy of  
[www.epidemicsound.com](http://www.epidemicsound.com)**

The above credit shall, where technically

feasible, be displayed as a hyperlink.

settled by a public court with the Stockholm District Court as the court of first instance.

## **8. Liability**

**8.1** Unless expressly otherwise set forth in this Agreement and subject to the liability limitations set forth below, each of the Parties shall be liable for any direct damages incurred by the non-breaching Party as a result of the breaching Party's breach and/or failure to perform its obligations under this Agreement.

**8.2** Except as noted below, neither Party shall be liable to the other for any special, indirect, incidental, consequential or exemplary damage, including, but not limited to, lost profits.

**8.3** The above limitations of liability shall not apply with respect to damage occasioned by fraud, willful misconduct, or gross negligence of a Party.

**8.4** In no case shall a Party, as a consequence of this Section 8, be liable to the other Party for damages that correspond to a higher value than the economic value of this Agreement, i.e. the license fee payable to Epidemic Sound in accordance with Section 6 above.

## **9. Assignment**

Neither Party may wholly or partially assign or pledge any of its rights and/or obligations under this Agreement without the other Party's prior written consent save as set out at Paragraph 3.6 above.

## **10. Amendments**

Any amendments to or modifications of this Agreement shall be made in writing and shall be signed by both Parties.

## **11. Dispute resolution**

Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof shall be finally

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Epidemic Sound AB



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### Advertising License

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**3.2** The Customer's right to use and synchronize of the Music Pieces as stated in Section 3.1 above, shall have the following restrictions.

(i) Use is NOT permitted in theme songs for programs ("vignettes").

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(iii) The Customer may NOT use the Music Pieces in feature films or in trailers promoting feature films.

(iv) The Customer may NOT distribute or sell the Music Pieces separately or in whole as stand-alone files.

(v) This Music License only grants to the Customer, the right to use the Music Pieces in the Customer Production stated in the Music Cue Sheet (in accordance with any limitations set forth in the Music Cue Sheet and/or in this Music License). Usage of the Music Pieces in any other production and/or beyond any limitations set forth in the Music Cue Sheet and/or in this Music License shall be subject to a separate music license issued by Epidemic Sound.

**3.3** Epidemic Sound grants to the Customer a perpetual right to **broadcast and exploit** the Customer Production stated in the Music Cue Sheet including the Music Pieces, as an advertisement/commercial broadcasted/published within advertising space via the media and in the regions/territories as set forth in the Music Cue Sheet, provided that the Customer Production is synchronized and completed in accordance with the Music Cue Sheet.

**3.4** The Customer is entitled to sub-license

all rights to broadcast and otherwise exploit the completed Customer Production in accordance with Section 3.3, for use by a third party.

**3.5** In addition to the rights granted in clause 3.3 above, Epidemic Sound grants to the Customer a perpetual right to **broadcast and exploit** the Customer Production on the Customer's own and operated websites and social media accounts/channels of the Customer (such as the Customer's YouTube channel, Facebook page and Instagram account) as well as using the Customer Production for internal purposes, provided that the Customer Production is synchronized and completed in accordance with the Music Cue Sheet.

**3.6** The Customer shall be entitled to cut and edit the Music Pieces as required by the Customer for incorporation into the Customer Production.

**3.7** All rights and licenses granted hereunder are non-exclusive, non-transferable and non-assignable and may not be sub-licensed other than as expressly permitted under this Agreement. For the avoidance of doubt, any assignment, transfer or secondary exploitation (in accordance with clause 3.3 and 3.4) of the Customer Production containing Music Pieces made under this Agreement by the Customer is permitted. The Customer may only use the Music Pieces in accordance with the rights and licenses granted under this Agreement. Any other use than the above constitutes copyright infringement.

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**8.2** Except as noted below, neither Party shall be liable to the other for any special, indirect, incidental, consequential or exemplary damage, including, but not limited to, lost profits

**8.3** The above limitations of liability shall not apply with respect to damage occasioned by fraud, willful misconduct, or gross negligence of a Party.

**8.4** In no case shall a Party, as a consequence of this Section 8, be liable to the other Party for damages that correspond to a higher value than the economic value of this Agreement, i.e. the license fee payable to Epidemic Sound in accordance with Section 6 above.

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Epidemic Sound AB