



## MUSIC LICENSE FOR THE ONLINE CREATOR SUBSCRIPTION

### 1 Parties and introduction

1.1 The terms set forth in this Music License for the Online Creator Subscription (this "**Agreement**") apply to the use of the subscription service for the Epidemic Sound Online Player provided by Epidemic Sound AB (Åsögatan 121, 116 24 Stockholm, Sweden) ("**Epidemic Sound**").

1.2 You are hereafter referred to as "you" or the "Customer". The Customer and Epidemic Sound are hereinafter referred to individually as a Party and jointly the Parties.

1.3 Please note that your use of the service is also governed by the End User Agreement for the Epidemic Sound Online Player and the Privacy Policy that are available in the Epidemic Sound Online Player.

1.4 By clicking "I agree" or otherwise signifying your acceptance of this Agreement or by using the Epidemic Sound Online Player and downloading content therefrom you are agreeing to be legally bound by this Agreement, which may be updated from time to time as described below, and which incorporates by this reference also the End User Agreement and the Privacy Policy. You warrant that you are of legal age to enter into this Agreement or otherwise have your parent or guardian's consent.

1.5 This Agreement grants to the Customer the right to use the Music Pieces on the Customer Channel in accordance with the terms set forth herein. This Agreement may however not be used for any Customer Channel that has more traffic than the maximum monthly overall number of views for each different type of Subscription as stated in the Online Creator Subscription section in the Epidemic Sound Online Player. If the traffic on your Customer Channel exceeds such limitations, or if you want to

use the Music Pieces for other purposes than the purposes expressly permitted under this Agreement, please contact Epidemic Sound at [hello@epidemicsound.com](mailto:hello@epidemicsound.com).

### 2 Definitions

In this Agreement the following words and expressions shall, unless expressly stated otherwise, have the following meanings:

"**Branded Content**" means any production that promotes and/or integrates products and/or services of a corporate brand/entity.

"**Customer Channel(s)**" means the Customer's video sharing channel on YouTube as authenticated by the Customer through the Customer's Epidemic Sound account in the Epidemic Sound Online Player.

"**Epidemic Sound Online Player**" means the website provided by Epidemic Sound, currently with the URL address <https://player.epidemicsound.com> offering the Customer access to search for, listen to and download the Music Pieces.

"**Music Piece**" means each and every sound recording contained in the Epidemic Sound music catalogue in the Epidemic Sound Online Player from time to time.

"**Subscription**" means the music service subscription offered by Epidemic Sound, including access to the Epidemic Sound Online Player and the right to use the Music Pieces on the Customer Channel in accordance with the terms set forth in this Agreement.

### 3 License grant and restrictions

3.1 Subject to the terms and conditions of this Agreement, Epidemic Sound hereby grants to the Customer,

(a) for the Term of this Agreement, and subject to Epidemic Sound's continuous rights to collect royalties from third parties as provided hereunder, the right to access the Epidemic Sound music catalogue in the Epidemic Sound Online Player, to make copies of the Music Pieces to synchronize them in the Customer's video productions that are produced for the purpose to be made available on the Customer Channel(s) (the "Customer Productions"); and

(b) for the term of this Agreement and in perpetuity with respect to each Customer Production created during the term, the right upload and distribute any Customer Production containing any Music Piece on the Customer Channel(s), provided that the Customer Production is completed and uploaded on the Customer Channel(s) during the term of this Agreement.

The rights in (a) and (b) above do not include the right to collect public performance royalties with respect to the Music Pieces, or to license any third party the right to exploit any Customer Productions, or to exploit any Customer Production in any other method manner or media than those specifically provided hereunder. Epidemic Sound expressly reserves such rights for itself.

3.2 The Customer has no right to use the Music Pieces in any production that is produced for the purpose to be used, licensed, sold or in any other way exploited by any third party.

3.3 The license granted under this Agreement does not cover usage of the Music Pieces in Customer Production(s) constituting Branded Content when such productions are embedded from the Customer Channel on other websites. Such use of Music Pieces in Customer Productions constituting Branded Content requires an additional license from Epidemic Sound.

3.4 The Customer has no right to distribute, sell, license or in any way exploit the Music Pieces separately or in whole as stand-alone files.

3.5 For avoidance of doubt, the Customer may sub-license the right to distribute the Customer Production as granted in section 3.1 (b) above, solely to YouTube in order to be able to upload and

distribute the Customer Productions on the Customer Channel.

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.

3.8 The Customer may not use the Music Pieces in connection with other material that is offensive, defamatory, obscene, immoral, discriminating, illegal or that otherwise violates any rights of anyone associated with the Music Pieces and/or any third party.

3.9 The Customer shall comply with any applicable laws, regulations and/or industry codes.

3.10 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.

3.11 For the sake of clarity, nothing in this Agreement shall be seen to prevent the Customer's possibilities to monetize on Customer Productions that include Music Pieces on YouTube, provided that the Music Pieces are used in accordance with the terms of this Agreement and that the Customer is not in breach of any provisions hereunder.

3.12 Epidemic Sound reserves the right to collect and receive remuneration from third parties.

### 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 Music Pieces do not infringe the copyright to any music piece held by a 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 Pieces. The Music Pieces are the sole property of Epidemic Sound.

## 5 Payments and termination

5.1 This Agreement shall enter into force upon the Customer accepting the terms set forth herein and shall be automatically prolonged for periods of thirty (30) days or for periods of one (1) year, as designated by the Customer for each Customer Channel, (each such period a “**Subscription Period**”), until terminated by the Customer in accordance with Section 5.4 or 5.6 or by Epidemic Sound prior to the end of the current Subscription Period or in accordance with Section 5.8.

5.2 For the rights granted herein and for each Subscription Period the Customer shall pay to Epidemic Sound, a license fee for the Subscription, in the amount stated in the Subscription section in the Epidemic Sound Online Player for the relevant Subscription Period.

5.3 If the Customer provides a VAT number and applies a VAT reverse charge on a purchase - and this aforementioned VAT number is invalid or non-applicable – Epidemic Sound has the right to credit the Customer and issue a new invoice with a correct VAT charge, for which the Customer will be obliged to pay.

5.4 Epidemic Sound may change the license fee for the Subscription from time to time, and will communicate any license fee changes to the Customer by e-mail to the e-mail address registered by the Customer to the Subscription with thirty (30) days prior notice. By continuing to use the Subscription after the license fee takes effect, the Customer accepts the new license fee.

5.5 If the Customer resides in a country which is part of the European Union and has purchased a Subscription, the Customer has the right to terminate the Subscription, by sending an e-mail to [hello@epidemicsound.com](mailto:hello@epidemicsound.com) and receive a full refund within fourteen (14) days of purchase (the “**Cooling-off Period**”), but only if the Customer has not started to consume the Subscription by downloading a Music Piece.

5.6 The Customer’s payment to Epidemic Sound will automatically renew at the end of each Subscription Period, unless the Customer terminates the Subscription through the Customer’s Epidemic Sound account prior to the end of the current Subscription Period. The termination will take effect the day after the last day of the current Subscription Period.

5.7 For the avoidance of doubt, if the Customer

terminates this Agreement after the Cooling-off Period is over (where applicable), and/or before the end of the Subscription Period, Epidemic Sound will not refund any subscription fees already paid to Epidemic Sound.

5.8 Epidemic Sound shall have the right to terminate the Subscription and this Agreement and to suspend the Customer’s access to the Epidemic Sound music service at any time in the event of the Customer’s actual or suspected unauthorised use of the Music Pieces or non-compliance with the provisions set forth in this Agreement.

5.9 If the Customer or Epidemic Sound terminates this Agreement and/or suspends the Customer’s access to the Epidemic Sound music service, the Customer agrees that Epidemic Sound shall have no liability or responsibility to the Customer and Epidemic Sound will not refund any amounts that the Customer has already paid, to the fullest extent permitted under applicable law.

5.10 After the date of termination of this Agreement, the Customer is no longer entitled to use and access the Music Catalogue and shall return to Epidemic Sound, or otherwise destroy or remove from any storage, any and all copies of the Music Catalogue and the Music Pieces contained therein.

5.11 The Customer hereby confirms that the country of residence as stated by the Customer in the Customer’s account information, is the country where the subscription service will be used (note - this is only used to determine the VAT level).

## 6 Trademarks and credits

6.1 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. Such consent not to be unreasonably withheld by the Customer.

6.2 The Customer shall ensure that Epidemic Sound’s name is displayed and credited in conjunction with the display of any Customer Production containing the Music Pieces. Credits substantially similar in form and substance to the following are acceptable:

*Production Music courtesy of  
www.epidemicsound.com*

The above credit shall, if possible, be displayed as a hyperlink to [www.epidemicsound.com](http://www.epidemicsound.com)

## **7 Liability**

7.1 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 the Agreement.

7.2 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.

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

7.4 In no case shall Epidemic Sound be liable to the Customer for damages that correspond to a higher value than all license fee amounts received by Epidemic Sound from the Customer during the term of this Agreement prior to the time such damage arose.

## **8 DISCLAIMERS**

THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE EPIDEMIC SOUND ONLINE PLAYER IS PROVIDED "AS IS" AND EPIDEMIC SOUND DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO (A) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (B) WARRANTIES AS TO THE QUALITY OR PERFORMANCE OF THE MATERIALS, INFORMATION, GOODS, SERVICES, TECHNOLOGY AND/OR CONTENT PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY LIMITATIONS ON USER ACCESS TO OR USE OF CONTENT; AND (C) WARRANTIES AS TO THE PERFORMANCE OF COMPUTERS, TECHNOLOGY AND/OR NETWORKS.

## **9 Assignment**

The Customer may not wholly or partially assign or pledge any of its rights and/or obligations under this Agreement without the Epidemic Sound's prior written consent save as set out in section 3.5 above. Epidemic Sound may transfer this Agreement

and/or wholly or partially assign or pledge any of its rights and/or obligations under this Agreement to any third party provided that such third party agrees to be bound to this Agreement.

## **10 Severability**

If one or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect under applicable mandatory law, the validity, legality and enforceability of the remaining provisions shall not be affected. Such severed provisions shall be revised only to the extent necessary to make them enforceable.

## **11 Amendments**

Occasionally Epidemic Sound may, in its discretion, make amendments to this Agreement. The date of the latest update is indicated below in this Agreement. If Epidemic Sound makes amendments to this Agreement that Epidemic Sound deems material for you, Epidemic Sound will notify you through the Epidemic Sound Online Player. By continuing to use the Epidemic Sound Online Player after changes to this Agreement have been made you are expressing and acknowledging your acceptance of the changes.

## **12 Applicable law**

Unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, this Agreement shall be governed by and construed in accordance with the laws of Sweden, without regard its principles of conflicts of law.

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

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Epidemic Sound AB

Last update 5 June 2017