



Subscription Master Use, Synchronization and Performance License

This agreement (the “**Agreement**”) is a binding legal agreement between the subscriber or account holder who accepts this Agreement by clicking the checkbox presented during account creation or checkout (“**Producer**”) and **SoundScape Media Inc.** (“**Licensors**”). By clicking “I Agree” or similar acceptance mechanism, Producer agrees to be bound by the terms of this Agreement.

In this Agreement, the term “**Recordings**” means those master recordings available for download from the Licensors’ online search engine, accessible at **www.soundscape.io** (the “**Site**”), of the musical compositions (the “**Compositions**”) embodying the performances of certain performers contracted by Licensors (the “**Performers**”) and written by certain composers contracted by the Licensors (the “**Composers**”).

1. (a) In consideration of the full payment by Producer of the relevant license fee, more particularly defined in paragraph 3 below, and subject entirely to Producer’s ongoing strict compliance with the terms hereof, Licensors hereby grants to Producer the non-exclusive right and license to fix and record all or part of the Recordings and Compositions and the performances embodied in the Recordings in synchronism or timed relation with productions created by Producer (the “**Productions**”), and to reproduce, publicly perform, use and exploit the Productions as follows:

- (i) throughout the world (the “**Territory**”); and
- (ii) in the media outlined in the Project License generated upon each Download Batch;
- (iii) Producer may download and use an unlimited amount of Recordings from our website during the **Subscription Period** for use only in Productions Producer completes within the **Subscription Period**;
- (iv) downloaded Recordings may be synchronized only with Production titles entered for each download batch, and a unique license will be generated for each production title;

for an automatically renewing subscription term determined by the subscription payment frequency (the “**Subscription Period**”), commencing on the **Effective Date** set out in paragraph (b) below.

(b) The **Subscription Period** and the Usage Term (defined below) shall become effective only once the Producer has paid its first subscription fee amount (the “**Effective Date**”), and both are subject to the expiration and termination provisions set out below. This license applies only to the Productions Producer completes within the **Subscription Period**.

(c) Once a Recording/Composition is incorporated into an applicable Production, the Licensors hereby licenses the Producer, non-exclusively, in the Territory and for a term of **perpetuity** (the “**Usage Term**”) from the date of download of the Recording/Composition to make copies of such Recording/Composition as embodied in the Production, in the form of negatives or prints of the Production and to exhibit, distribute, use and otherwise exploit the Production as permitted hereunder in all languages (the “**Usage License**”). Once the Producer cancels its subscription pursuant to Section 10 below, the Producer may not re-use any downloaded Recordings/Compositions for other productions of any nature whatsoever except the Productions to which the Usage Term applies, nor shall it authorize any third party to do so.



(d) The **Usage License** includes the right to promote the Production, including by way of trailers, but only in-context, as recorded in the Production, i.e., synchronized with the same visual images as the Recording/Composition is synchronized in the Production.

(e) On each occasion in which the Producer downloads one or more songs from the Site (the “Download Batch”), a new license will be generated by the Site (the “Project License”). The Project License will list each of the songs downloaded in the Download Batch and the title of the associated Production. By downloading music from the Site, the Producer agrees to be bound by the Project License generated by the Site for each Download Batch of songs downloaded.

2. Without limiting any other provisions in this Agreement, Licensor may discontinue licensing any item of content at any time in its sole discretion. Upon notice from Licensor, or upon Producer’s knowledge, that any content may be subject to a claim of infringement of a third party’s right for which Licensor may be liable, Licensor may require Producer to immediately, and at Producer’s own expense: cease using the content, delete or destroy any copies; and ensure that any clients, and/or distributors do likewise. Licensor will provide replacement content free of charge, subject to the other terms of this Agreement. In addition, if any content licensed under this Agreement is subject to a UGC platform claim (including, but not limited to a YouTube Content ID claim), Producer shall be responsible for disputing the claim directly with the UGC platform (including, but not limited to YouTube) by providing the required information in order to release the claim, which may include, without limitation, a copy of this Agreement. If a UGC platform claim cannot be released, Licensor will provide replacement content to Producer free of charge, subject to the other terms of this Agreement.
3. Subject entirely to Producer’s full ongoing compliance with the terms of this Agreement, Licensor hereby waives, on behalf of the Performers and Composers, all moral rights in the Recordings and Compositions to the extent permitted by applicable law.
4. The subscription fee payable by Producer in consideration of Licensor’s grant of all the rights hereunder is determined by the monthly or yearly subscription rate purchased by the Producer. The Producer may cancel its subscription on the Site at any time before the expiration of the then-current **Subscription Period** and the Subscription will be cancelled effective immediately. No refunds of any pro-rated amounts paid for such **Subscription Period** shall be provided. All rights granted hereunder, subject only to any ongoing **Usage License**, terminate immediately upon cancellation of the Subscription by Producer subject to ongoing **Usage Licenses** entered into during the **Subscription Period**.
5. Producer is not permitted to store Recordings downloaded from the Site for more than 60 days on any computer media or digital storage devices unless the Recordings are associated and have been licensed for use in a Production being edited or archived. (As Recordings are often added and removed from the Site, once Recordings are removed from the Site, these Recordings are no longer permitted for use in any new projects after the date of the removal of the Recording from the Site. Therefore, subscribed users must download Recordings for current projects only, and a license will be automatically generated at the time of each download.)



6. Producer shall provide Licensor with and shall properly file with all public performance societies (as may be relevant) cue sheets for all Recordings/Compositions in all Productions as soon as the same are complete, each of which shall include all relevant information concerning the use of the Recording/Composition in such Production as is standard in the North American film, television and broadcast industry, including at a minimum the length of the portion used, the start and end times of the use within the Production, background/foreground.
7. Licensor represents, warrants and covenants that, to the best of Licensor's knowledge, information and belief:

(a) The Performers and Composers are the sole owners of all rights and copyright in and to the Recordings and Compositions and Licensor is fully entitled to grant to Producer the rights set out in this Agreement; and

(b) Neither the Recordings/Compositions nor the exploitation of any of the rights set out in this Agreement will infringe upon copyright, moral rights or any other right of any person; and

(c) Composers, Performers and Licensor are and will remain members of SOCAN/BMI/ASCAP or any other performing rights and/or neighboring rights society, as may be relevant.

8. Licensor shall indemnify Producer against all claims, damages and costs (including reasonable, documented outside legal fees) incurred by the Producer and arising directly from a breach of any of the above representations, warranties and covenants, to the extent finally awarded by a court of competent jurisdiction.
9. Producer shall indemnify Licensor against all claims, damages and costs (including reasonable, documented outside legal fees) arising from the Productions, distribution or exploitation of the Productions or any breach of Producer's obligations under this Agreement, to the extent finally awarded by a court of competent jurisdiction.
10. For any Recording/Composition incorporated into a Production, where credit is generally provided for comparable uses of recordings, the Producer shall accord Licensor, Performers and Composers a credit in a placement in the Production on a most-favoured-nations basis with comparable licensors. Such credit shall be in the following form: "[Track title] by [Artist], © [Composer(s)] licensed by Soundscape.io" Licensor shall be entitled to use an image or clip not exceeding [30 seconds] of the Production that contains the Recording for its own credit/promotional purposes online.
11. Subscriptions shall automatically renew for the same **Subscription Period** originally purchased unless cancelled from within the client login area by the end of the then-current **Subscription Period**. Subscription cancellations will terminate automatic renewals. All licensed rights will terminate immediately upon cancellation of the Subscription by Producer subject only to ongoing **Usage Licenses** entered into during the **Subscription Period**. Licensor retains the right to cancel a subscription and any Usage License at any time if the Producer is in default of this Agreement and has not cured such default within thirty (30) days of the date Licensor provides written notice to Producer of such default. All rights, including the Usage License, shall terminate immediately on the



expiration of such cure period, and Licensor reserves all rights and remedies, including equitable remedies such as injunctive relief.

12. Producer may assign or sublicense the rights granted under this Agreement solely to the extent necessary to distribute or deliver a completed Production to its client, broadcaster, distributor, platform, or end user, provided that such rights are limited to the use of the Recording/Composition as synchronized within the specific Production and do not include the right to use the Recording/Composition in any other project or to extract, reproduce, distribute, or otherwise exploit the music independently.

Except as expressly permitted in this section, Producer may not assign, transfer, sublicense, or otherwise convey this Agreement or any rights hereunder without the prior written consent of Licensor. Any unauthorized assignment or sublicense shall be null and void. This Agreement shall inure to and be binding upon the permitted successors and assigns of the parties.

13. Licensor's liability to Producer shall, in all circumstances, be limited to direct damages only and shall not, in the aggregate, exceed the fee paid to Licensor under this Agreement. In no event will Licensor be liable, whether in contract, tort, equity or any other legal theory (including fundamental breach and failure of essential purpose) for any lost revenue, lost profit, loss of anticipated savings or other indirect, consequential, incidental or punitive damages, however caused, arising out of or related to this Agreement, even if Licensor has been advised of the possibility of such damages.
14. This Agreement contains the entire agreement of the parties and supersedes all prior representations, negotiations and agreements and may not be amended except by a written document signed by both parties. This Agreement is made under and subject to the laws of the Province of Ontario, and the federal laws of Canada applicable therein, and the parties attorn to the jurisdiction of the courts of Ontario, without regard to conflict principles.
15. Licensor reserves the right to modify the terms of this Agreement at any time. Continued use of the Site or the services after any such changes shall constitute Producer's consent to such changes. Where material changes are made, Licensor will notify Producer via email or prominent notice on the Site. If Producer does not agree to the revised terms, Producer must cease using the services and may cancel their subscription in accordance with Section 4.

BY CLICKING "I AGREE" OR OTHERWISE ACCEPTING THIS AGREEMENT, THE PRODUCER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS, EFFECTIVE AS OF THE EFFECTIVE DATE.