



Subscription Master Use, Synchronization and Performance License

This agreement (the “**Agreement**”) is effective on the Effective Date described in paragraph 1(b) of this Agreement, and is between **the subscriber/account holder registered to license and use music from the Soundscape.io website** (the “**Producer**”) and **SoundScape Media Inc.** (the “**Licensor**”).

In this Agreement, the term “**Recordings**” means those master recordings available for download from the Licensor’s online search engine, accessible at **www.soundscape.io** (the “**Site**”), of the musical compositions (the “**Compositions**”) embodying the performances of certain performers contracted by Licensor (the “**Performers**”) and written by certain composers contracted by the Licensor (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, Licensor 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) in the territory of **worldwide** (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/Compositions from our website during the Subscription Period for use only in Productions Producer completes within the Subscription Period;
- (iv) downloaded Recordings/Compositions 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 Licensor 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. 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.

3. 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.

4. Producer shall not store recordings downloaded from the Site for more than 60 days on any computer or digital storage devices unless the recordings are currently being used for an active project that is in production or the recordings have been synchronized with a Production completed during the Subscription Period. As recordings are often added/removed to/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.

5. 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.



6. 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.

7. 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.

8. 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.

9. 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.

10. 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.



11. Producer may license or assign this Agreement or any rights set out in this Agreement to any other person without the consent of Licensor. This Agreement shall inure to and be binding upon the successors, licensees and assigns of the parties.

12. 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 related to this Agreement, even if Licensor has been advised of the possibility of such damages.

13. 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.

EXECUTED with effect as of the Effective Date