

TERMS AND CONDITIONS

The licence expressed herein, subject to these Terms and Conditions, constitutes a legally binding agreement between the Licensor and the Licensee specified on the front page of this invoice (the "Licensee", "you"), shall be deemed to have agreed and accepted all terms and conditions by paying this invoice or by making use of the sound recording(s) or musical composition(s) contained on the Licensed Work(s) in any way whatsoever that is permitted in this agreement (whichever occurs earlier).

- 1 **Reserved Rights.** All rights not specifically granted to Licensee under this Agreement are specifically reserved and retained by Licensor. Without limiting the generality of the foregoing, Licensee specifically acknowledges that
 - 1.1 the Licensed Work(s) are not a "work for hire", that Licensee has no ownership, copyright or royalty interest in the Licensed Work(s) and that, save as expressly provided herein, Licensee has no right to distribute the Licensed Work(s) in any way separate and apart from the Production.
 - 1.2 Licensee shall not make any change in the basic melody, fundamental character or lyrics in the musical composition(s) in the Licensed Work(s) (other than being faded in, faded out and looped, together with the sound recording(s) for inclusion in the Production), and excerpts of the Licensed Works may only be used in a linear fashion. Notwithstanding the foregoing Licensee may make arrangements and orchestrations thereof.
 - 1.3 no use will be made of either the title of the Licensed Work or any part of the music or lyric thereof in any form of advertising or promotion whether or not paid for, or any other purpose whatsoever other than promotion specifically related to the Production;
 - 1.4 no use will be made of the Licensed Work(s) in whole or in part by way of so-called "covermount" use or for the purposes of any promotion to giveaway whole or in part free of charge to promote a third party product such as a magazine or newspaper;
 - 1.5 no use will be made of the Licensed Work(s) or any sound recording (with or without visual images and including without limitation any so-called "soundtrack" recording) embodying the same in soundtrack albums or other audio-only releases or for any purposes separately from or independently of the Production. Any such use shall be subject always to the parties entering into a separate agreement on terms to be negotiated, the obtaining of appropriate mechanical licences and the payment of statutory or industry agreed mechanical royalties (as applicable);
 - 1.6 it shall not publicly perform the or to communicate the Licensed Work(s) to the public in the exploitation of the Production which are subject to clearance by the relevant performing right societies or the Licensor's applicable sub-publisher (as the case may be) in accordance with their customary practices and the payment of their customary fees; or
 - 1.7 it shall not to permit third parties to make mechanical copies of the Licensed Work(s) in the context of the Production for the purposes of and in the course of providing online and mobile services in circumstances where licences are available from applicable collecting societies for such services which grant together the mechanical and communication to the public rights in musical compositions necessary for such services.

- 2 **Consideration.** The Licensor acknowledges that the compensation payable to the Licensor pursuant to this Agreement includes equitable remuneration in respect of any and all rights of whatsoever kind or nature (including the Licensor's rental and lending rights and cable re transmission rights in relation to the Licensed Work(s) as authorised for use in the Production) to which the Licensor may now be or shall hereafter become entitled under the laws of any country of the world in connection with the exploitation of the Licensed Work(s) as synchronised for use with the Production in any and all media. Nothing in this Agreement shall prevent the Licensor or any Creative Contributor(s) to the Licensed Work(s) from receiving royalties from any bona fide collections agency provided that it is acknowledged and agreed that the Licensee and its successors in title and authorised licensees shall not be obliged to make any such payments to the Licensor or to any such collection agency unless otherwise determined by the Copyright Tribunal or any equivalent tribunal in any other jurisdiction within the European Economic Area. It shall be the Licensee's sole responsibility to obtain licence(s) from any co-publisher(s)/co-owners of any compositions and/or recordings embodied in the Production other than the Licensed Work(s)
- 3 **Licensor's Warranties.** Licensor warrants and represents that (a) Licensor possesses the full right, power and authority to enter into this Agreement and grant Licensee all rights granted herein; (b) Licensor owns or controls 100% of the Licensed Work(s) as noted in Paragraph A above for the Territory; (c) the Licensed Work(s) is original and the exercise by Licensee of any and all of the rights granted to Licensee herein will not violate or infringe upon the rights of any third party, including but not limited to copyright, trademark rights or any other intellectual property right of any third party; (d) the rights granted to Licensee herein are free and clear of all claims, demands, liens, encumbrances, rights and obligations whatsoever; (e) Licensee shall not be required to make any payments of any nature for, or in connection with, the exercise or exploitation of rights by Licensee pursuant to this Agreement, except as specifically provided herein; (f) the Licensed Work(s) is registered with PRS/MCPS (and other collection societies) for the uses of the musical composition(s) as authorized herein; and that (g) the Licence Fee includes only the those rights included under the Grant of Licence which, for avoidance of doubt, does not include the public performance and the communication to the public of the Licensed Work(s) in the Production, whether by way of the broadcast of the Production by any broadcast television channel or platform or other broadcaster which is not licensed hereunder, but licences for such use will be available from the persons, firms or entities having the legal right to issue such licences as agent for or successor in title to the Licensor ("Rights Societies"), subject always to the rules of the relevant Rights Societies in the relevant country within the Territory or directly from Licensor, in all cases subject to the payment of customary fees and royalties.
- 4 **Licensee's Warranties.** Licensee represents and warrants that (a) Licensee possesses the full right, power and authority to enter into this Agreement; (b) Licensee will obtain all requisite consents and permissions of the co- publisher(s) of the musical composition(s) and/or co-owner(s) of the sound recordings(s), if any, and Licensee will pay all payments, fees, royalties and other sums required to be paid, if any, for such consents and permissions; (c) prior to the first public performance or communication to the public of the Production in each country within the Territory, Licensee will submit to PRS, or any other appropriate rights societies or any replacement agent appointed by the Licensor in that country, complete an accurate cue sheet for the Production which states the Licensed Work(s) title, publisher(s), composer(s), cue timing and the Licensor's ownership thereof, as stated on the front page of this Licence (d) it shall procure that any and all royalties and/or fees payable in connection with the exercise of all neighbouring rights in respect of the Licensed Works are payable by the Licensee; (e) shall not use the Licensed Works in the Production in an obscene or defamatory way and shall not contravene any law or statutory provision now existing or enacted or adopted in the future and

shall not infringe any rights of whatever nature of any third party (f) shall print or cause to be printed on the positive and each negative copy of the Production and wherever possible on all other usages of the Licensed Work(s) a proper notice of copyright for each composition and master recording comprising the same in such form as may be required by the relevant laws of any country and any international conventions pertaining to the acquisition or preservation of copyright and on the positive and each negative copy of the Production publisher/writer details substantially similar to the following

"[title]"

Written by **[writer's name(s)]**

Performed by **[name(s)]**

Published by **[name of publisher]**

- 5 **Indemnification.** Each party shall defend, indemnify and hold the other, its affiliates and parent company and their respective directors, officers, employees, and agents, harmless from and against any and all claims, damages and liabilities whatsoever, asserted by any person or entity, resulting from any material breach by any party or any of its respective employees or agents of any warranty, representation, covenant or obligation contained herein. Such indemnification shall include the payment of all reasonable legal fees and other costs incurred by the indemnified party in defending any such claim. The indemnified party shall inform the indemnifying party in writing of any claim, demand or suit and shall fully cooperate in the defence thereof. The indemnified party shall not agree to the settlement of any such claim, demand or suit prior to the final judgment thereon without the consent of the indemnifying party, whose consent shall not be unreasonably withheld. The maximum liability of the Licensor hereunder shall not in any event exceed the Licence Fee.
- 6 **No Injunctive Relief.** Notwithstanding anything to the contrary contained herein, the rights and remedies of Licensor in the event of any breach by Licensee of this Agreement or any failure by the Licensee to comply with any of its obligations shall be limited to Licensor's right, if any, to recover money damages at law and in no event shall Licensor be entitled to terminate this Agreement. As a result, under no circumstances whatsoever shall Licensor be entitled to seek or exercise any equitable relief, specifically injunctive relief, with respect to any breach by Licensee of the terms and conditions of this Agreement.
- 7 **Assignment.** Neither this license, nor any rights granted to Licensee hereunder, may be assigned or transferred by Licensee without Licensor's prior written consent, except (i) to third parties necessary to the exercise of the rights granted hereunder, (i.e. Licensee's equipment manufacturers, distributors, Licensee's parent and affiliated companies and end users), (ii) to any person or entity which controls, which is controlled by, or which is under common control with Licensee, and/or (iii) to any person, corporation, or entity acquiring or merging with Licensee. Licensee or its successor shall always remain liable for all of Licensee's obligations hereunder. Any assignment contrary to this Section shall be void from inception.
- 8 **Termination.** The Licensor has the right to terminate this Agreement if the Licensee materially breaches any of the Terms and Conditions. For the sake of clarity a material breach includes a breach of warranties and obligations of the Licensee. In the event the Licensor becomes aware of any infringements in connection with the Licensed Work(s) submitted by the Creative Contributor(s) the Agreement will terminate. In the event that the amount due is not made in full and any amounts remaining due are not paid in full within 7 days of the Licensor sending

written demand to the Licensee at the address stated above, demanding such payment, this Agreement shall be terminated forthwith and the Licensors may not exploit the Licensed Work(s) (or authorise others to do so).

- 9 **Governing Law.** This Agreement shall be governed and construed in all respects by the substantive laws of the United Kingdom, without regard to the choice of law provisions. Licensors and Licensee shall further submit and consent to the personal and exclusive jurisdiction of the courts of the United Kingdom with respect to any controversy or claim arising out of or relating to the enforcement, construction or application of any terms, conditions or provisions of this Agreement.
- 10 **Miscellaneous.** (a) As used herein, "Licensee" shall mean and include, **LICENSEE NAME** and its parent, subsidiary, and affiliated companies, and such companies are intended beneficiaries of this Agreement; (b) Notices hereunder shall be in writing and shall be given by personal delivery, by courier or by registered or certified mail (return receipt requested). The address of each party to which notice shall be delivered or sent is set forth above. Any party may change its address by written notice on the other party; (c) This Agreement constitutes the entire understanding and agreement between Licensors and Licensee with respect to the subject matter hereof, and all prior agreements and understandings, whether oral or written, are superseded in their entirety; (d) No waiver, modification or addition to this Agreement shall be valid unless in writing and signed by the party sought to be charged therewith; (e) Should any provision of this Agreement be held to be void, invalid, or inoperative, such provisions shall be enforced to the extent permissible and the remaining provisions of this Agreement shall not be affected; (f) This Agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto; (g) This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together constitute one agreement. Signatures delivered via facsimile or other electronic delivery (e.g., PDF) shall be deemed original signatures; (h) no failure or delay by any party in exercising any right or remedy under this Agreement or at law shall operate as a waiver of that right or remedy, and no single or partial exercise by any party of any right or remedy shall preclude any further exercise of that right or remedy or the exercise of any other right or remedy.