



CREATE MUSIC

MEDIA LICENSE

DEFINITIONS for MEDIA LICENSE (“DEFINITIONS”)

I. SUBSCRIPTION PERIOD:

The SUBSCRIPTION PERIOD starts the day CUSTOMER signs up for the SERVICE. Monthly subscriptions are automatically extending from month to month, yearly subscriptions are automatically extending from year to year and both can be cancelled according to the TCU.

II. SUBSCRIPTION TYPES:

- a. **BUSINESS SUBSCRIPTION.** A BUSINESS SUBSCRIPTION applies to any company doing PROJECTS either internally or for a third party / client of the business entity. The number of AUDIO USERS in a BUSINESS LICENSE is limited to any employee of that BUSINESS, or any freelancer working on PROJECTs for the BUSINESS.
- b. **PERSONAL SUBSCRIPTION.** A PERSONAL SUBSCRIPTION applies to any individual user, producing PROJECTS only for personal usage and / or releasing PROJECTS only on personal social media channels. Any customer doing PROJECTS for third parties are considered BUSINESS CUSTOMERS. The number of AUDIO USERS in a PERSONAL LICENSE is limited to the individual and any direct family member (spouse, children, parents) of this individual user.

III. LICENSE FEE:

the monthly or yearly or one-time payment that need to be paid by CUSTOMER to access the SERVICE. The LICENSE FEE is defined as the individual purchase price the CUSTOMER pays through purchasing a SUBSCRIPTION through the WEBSITE.

IV. PROJECTS:

- a. Included: any type of video, podcast, vlog, video & picture presentation, slideshow.
- b. Not included: any type of video game & software application with a development budget of over \$50,000US, no audio books, no music and sound only productions, no usage (partially or in total) in a music or sound library

V. BUSINESS SUBSCRIPTION – USAGES & MEDIA:

- a. Included:
 - i. 5 PROJECTS (CREDITS) per month / 60 PROJECTS (CREDITS) per year. Checking out a PROJECT in the online application will use up 1 PROJECT CREDIT.
 - ii. Unlimited downloads of music and sound effects
 - iii. Unlimited views and followers on social media & broadcast
 - iv. Online usage (any social media, any website, etc.)
 - v. Online monetization of the PROJECTS
 - vi. Regional broadcast (TV / radio / theatre)
 - vii. National and international film festivals, events, trade shows, etc.

viii. Editorial, Promotional, Fictional, Educational, Charity, Business, Non-Profit, Governmental usages.

b. Not included:

- i. Usage on national or international broadcast (TV, Radio, Theatre, OTT / IPTV (Netflix, Amazon Prime, etc.))
- ii. Physical copies over 1,000 per project
- iii. Usage in paid media advertising with an advertising budget of over \$10,000US per campaign
- iv. No registration of the music on CUSTOMERS name (right society, Youtube Content ID, etc.)
- v. Usage as logos, trademarks, audio branding.

VI. PERSONAL SUBSCRIPTION – USAGES & MEDIA:

a. Included:

- i. Unlimited number of PROJECTS.
- ii. Unlimited downloads of music and sound effects
- iii. Unlimited views and followers on social media & broadcast
- iv. Online usage (any social media, any website, etc.)
- v. Online monetization of the PROJECTS
- vi. Local broadcast (TV / radio / theatre)
- vii. Local & private events (school events, local festivals, weddings, etc.)

b. Not included:

- i. Usage on any regional, national or international broadcast (TV, Radio, Theatre, OTT / IPTV (Netflix, Amazon Prime, etc.))
- ii. Physical copies over 100 per project
- iii. Usage in any paid media advertising / featured advertising
- iv. No registration of the music on CUSTOMERS name (right society, Youtube Content ID, etc.)
- v. PROJECTS done for any third party

ADDITIONAL LICENSING:

For any usage exceeding the number of PROJECTS or the conditions of the DEFINITIONS and MEDIA LICENSE mentioned here, please contact us for a CUSTOM LICENSE

MEDIA LICENSE FOR CREATE MUSIC

Between SmartSound LLC with its label Create Music (“CREATE MUSIC”) and CUSTOMER (for definition please see details in the Terms and Conditions of Use Agreement (TCU)).

This is the MEDIA LICENSE according to the TCU between CREATE MUSIC and CUSTOMER for licensing specific rights of usage to the CONTENT as defined in the TCU, for usage by CUSTOMER within the SUBSCRIPTION PERIOD that CUSTOMER signed up for. During any extension period, the terms, conditions, and provisions set forth in this MEDIA LICENSE shall remain in effect. Copyright laws, trademarks, and international copyright treaties, as well as other intellectual property laws and treaties protect the CONTENT. All rights not expressly granted to CUSTOMER hereunder are reserved by CREATE MUSIC.

Section 1 – Audio Users and Workstations

CUSTOMER shall be entitled to use the CONTENT for new PROJECTs within the given license terms in Section 2 – Grant of License, within the SUBSCRIPTION PERIOD and the number of AUDIO USERS as defined in the DEFINITIONS. An AUDIO USER is defined as an employee and/or contractor of the CUSTOMER accessing and working directly with the CONTENT (e.g. music editor, video editor, sound designer, composer, etc.). One AUDIO USER can use the CONTENT on several workstations.

In the event that an AUDIO USER is no longer employed by CUSTOMER or under written contract by CUSTOMER, all CONTENT obtained under this AGREEMENT, including any incomplete product which in any way uses CONTENT, with the exception of any already released PROJECTs (see Section 2) must be deleted from the former AUDIO USER’s hard drives and any other storage media, physical, or otherwise or any other copies no matter how stored. Copies, in whole or in part, may not be retained by persons who no longer qualify as AUDIO USERS. If the CUSTOMER wants to add more AUDIO USERS during the SUBSCRIPTION PERIOD, an increase of the LICENSE FEE prorated to the existing LICENSE FEE is necessary. The rights associated with this MEDIA LICENSE are only valid in connection with a PROJECT produced by CUSTOMER. These rights are not transferable or assignable without the express written agreement of CREATE MUSIC except as described below.

Section 2 – Grant of License:

In consideration of the LICENSE FEE (see DEFINITIONS) paid by CUSTOMER, CREATE MUSIC grants a MEDIA LICENSE to CUSTOMER, subject to the transfer limitations herein:

All CONTENT provided hereunder is licensed, but not sold, to CUSTOMER by CREATE MUSIC, for either commercial and / or non-commercial and / or educational use in the means and MEDIA TYPE and number of productions as defined in the DEFINITIONS, that are produced and released to the public by CUSTOMER during the SUBSCRIPTION PERIOD (altogether: “PROJECT”) in perpetuity throughout the universe.

This AGREEMENT includes the worldwide, royalty-free, non-exclusive right to combine or synchronize the CONTENT into such PROJECTs without (i) paying any additional fees to CREATE MUSIC other than the LICENSE FEE; (ii) obtaining additional clearances or permissions; or (iii) providing source attribution to CREATE MUSIC or any third party. The MEDIA LICENSE includes mechanical and synchronization rights.

The MEDIA LICENSE does not automatically include clearance for Performing Rights, which are governed by Performance Rights Organizations (PRO) such as ASCAP, BMI, and similar organizations in countries throughout the world. In most countries Performing Rights royalties are paid by broadcasters and are not the responsibility of producers, editors, or typical users of production music. Other countries’ rules may vary. Nothing in this license acts as a waiver of any PRO fees. It is the responsibility of the party making a production available to the public to pay potential performing rights fees that may apply in your country, which will depend on the rules of your local PRO, your local laws, and the use of the Item.

For Broadcast use as permitted under this Agreement, CUSTOMERs use of CREATE MUSICs CONTENT may require the filing of a music cue sheet for any production that is Broadcast on television, radio, cable, satellite, etc. or distributed theatrically if the distributor or broadcaster is affiliated with a PRO. If you are working on such a project and a cue sheet is required, such music cue sheet shall correctly identify the copyright owner, composer, publisher, song title as supplied by CREATE MUSIC through its website or software and the type of use and length of use as per the cue sheet standards of PROs such as ASCAP or BMI.

The MEDIA LICENSE grants the worldwide and limited right to CUSTOMER and its AUDIO USERS to use, re-record, duplicate, incorporate, modify, adapt, embed, and exploit all or a portion of the CONTENT without further payment to CREATE MUSIC in CUSTOMER's PROJECTs for the SUBSCRIPTION PERIOD.

For the sake of clarity, the CUSTOMER is not authorized to:

Copy, duplicate, provide access to, sell, lease, loan, act as reseller or distributor of, or give away **unsynchronized** (not part of a media project) CONTENT from CREATE MUSIC by any means including the world wide web, email, streaming audio, peer-to-peer file sharing, "Bit Torrent" websites or through any Sampling instrument or product, or any delivery method now known or which shall become known.

Section 2(a) - Sustained Use

All CUSTOMER's PROJECTS that are produced and released to the public during the SUBSCRIPTION PERIOD of this MEDIA LICENSE which use the CONTENT may continue to use the CONTENT and any files derived from CONTENT after expiration or termination of the SUBSCRIPTION PERIOD in perpetuity.

Section 3 – Payment:

Immediately after the LICENSE FEE has been received by CREATE MUSIC, CUSTOMER will get access to the CONTENT. The MEDIA LICENSE is granted to CUSTOMER only after payment has been received. CUSTOMER is responsible for any import duties or taxes.

Section 4 – Representation:

CREATE MUSIC owns and controls the rights represented herein with respect to the CONTENT and will hold these rights throughout the world and during the SUBSCRIPTION PERIOD. CREATE MUSIC further represents and warrants that no other consent is required for CREATE MUSIC to fully perform under this MEDIA LICENSE and that the use of the CONTENT by CUSTOMER in accordance with the MEDIA LICENSE does not infringe or violate the copyright or any other right of any third party and is not the subject of any litigation or of any claim that might give rise to litigation.

Section 5 – YouTube License:

Please refer to section 11 in the TCU.

Section 6 – Miscellaneous:

For Cancellation and Refunds, Termination of Use, Limitation of Liability, Assignment, Force Majeure, Confidentiality, Security, DCMA and Final Provisions, please refer to the TCU. The MEDIA LICENSE can be adapted by CREATE MUSIC from time to time according to the explanation in the TCU.

In order to offer a technically stable service, CREATE MUSIC automatically restricts mass downloads of music tracks and sound effects. In case CUSTOMER needs more downloads, CUSTOMER can reach out to CREATE MUSIC.