



## LICENSE AGREEMENT

This License Agreement (the "Agreement") is made between you (referred to as "you" or "Licensee"), and the owner of the site, Moods Sound Design, LLC, an Arizona limited liability company (referred to as "Owner" or "Licensor"). This Agreement sets forth the terms and conditions under which you may receive the right to access, download, and use the musical compositions and sound recordings (referred to collectively as the "Work(s)") included in the Licensor's Works Catalogue (the "Works Catalogue") from its website at [www.moodssounddesign.com](http://www.moodssounddesign.com) (the "Website") in connection with your "Project" (defined in Paragraph 2(c), below). This Agreement incorporates by this reference the terms and conditions of the Terms of Use posted on the Website as if fully set forth herein.

1. Account Creation; Accurate Information; Account Termination.

(a) You are eligible to use the Website's interface and services to access, download and use the Works only if you satisfy the following eligibility conditions. You must open an account through the interface. You shall provide your full and correct name (no nicknames, aliases, or other names), address, email address, telephone number and additional information as may be required by Licensor from time to time. You must pay the annual subscription fee in full before this License Agreement will come into force and be enforceable. You must promptly notify us if you change your name, contact address, telephone, email addresses and provide us with the updated information. This can be done by accessing your account from "My Account".

(b) If you provide a nonexistent street address, email address or an email address which does not belong to you or does not exist, wrong telephone number, or if you impersonate another person, or to mislead in any other way regarding your identity or your credit card details, we will treat such inaccuracy as a failure to meet the eligibility requirements, and therefore this and any other License Agreement will be considered voidable by us and you will be liable for copyright infringement liability because you have accessed, downloaded and/or used the Works without our permission or approval.

(c) You are required to protect the confidentiality and safety of the account details (username and password), and you will bear full and exclusive liability for all activities in your account – including without limitation charges incurred by anyone accessing your account using your credentials and ordering a Work(s). You must inform us immediately of any unauthorized use of your account.

(d) You hereby authorize us to charge your credit card with the then current annual subscription fee (as set forth on our Website) every twelve months. You shall not have the right, under any circumstance whatsoever, to authorize your credit card company to issue a “charge-back” or return against fees, and such action shall constitute a material breach of this Agreement. In the event you shall do so, by your execution of this Agreement, you authorize your credit card company to reverse such “charge-back” or return that said credit card company may make.

(e) You are entitled to cancel your subscription at any time by going to "My Account". We do not offer refunds for any unused portion of your subscription year. Upon subscription cancellation and assuming no Event of Default has occurred or is continuing, all existing license agreements for the Works shall remain in effect pursuant to the terms of the license agreement. Direct any and all questions to [support@moodssounddesign.com](mailto:support@moodssounddesign.com).

## 2. Grant of License.

(a) In consideration of the mutual promises contained herein, and the payment of the annual Subscription Fee as posted on our Website and the submission of complete and accurate contact information as set forth in Paragraph 1, Licensor hereby grants to Licensee (you) a non-exclusive, non-transferable, and revocable license to electronically access the Works Catalogue, and to use the selected Work(s) for integrating, incorporating, and/or synchronizing into your Project(s) and productions that combine sound, text, and images (in any language), including the right to copy (but only connection with making copies of the entire Project), distribute (as the Work is incorporated into the Project), display, and perform (only if the Work is incorporated into the Project) in perpetuity, subject to the terms and conditions herein regarding termination, and subject to all other terms and conditions of this Agreement. With regard to the musical compositions in the Work(s), Licensor grants Licensee the non-exclusive license to use, in whole or in part, all said compositions in the making and distribution of a copy of the composition for digital streaming transmissions only and not for "phono records" (as defined in section 101 of the Copyright Act).

(b) This Agreement is valid in perpetuity if the Works have been downloaded with a valid subscription perpetuity subject to the terms of this Agreement, including without limitation Paragraph 6(c). The subscription grants Licensee access to the Works in the Licensor's Works Catalogue for one year and is automatically renewed every year unless you decide to cancel. Responsibility for cancelling the subscription is yours and you are required to take the necessary actions in order to cancel your automatic-recurring subscription payment pursuant to Paragraph 1(g). Upon termination of your account by non-payment of the annual Subscription Fee, you will no longer have access to the Works Catalogue. However, all License Agreements existing at the time of cancellation or termination will continue in effect in perpetuity subject to the terms of this Agreement.

(c) The types of "Projects" included with this license are as follows: YouTube and social media videos, feature films & trailers, short films & trailers, videos, social media and social media advertisements, events, commercial or industrial videos, corporate purposes (employee meetings,

shareholder meetings, annual events), podcasts, weddings, births, religious ceremonies, personal event videos, educational uses, home Video, Charitable purposes, In-store Promotions, trade shows, sales giveaways, Video Games, presentations, multimedia, audiobooks, software, theme songs, and corporate Sound Logos and/or channel identification materials.

(d) All Works shall be integrated, incorporated, and/or synchronized into/with your Projects and productions combining sound, text, and images (in any language). Use of the Work by itself is prohibited and outside the scope of the License Agreement. Your Projects may be transmitted, broadcast, streamed, displayed, distributed over any lawful terrestrial and internet based platforms or media such as YouTube, Netflix, Hulu, VOD, SVOD, online stores, in video sharing sites (such as Vimeo or YouTube), social media platforms, by streaming, on all radio, television. They may be viewed, displayed, on all existing means of hardware now existing or hereinafter invented such as smart phones, tablets, computers, on radios and television, and in theatres.

(e) The types of "Projects" which are not licensed under this License Agreement include sale of the Works as stand-alone files without being integrated, or synchronized, in any form of "phono records" including vinyl, CD, Mp3, MP4 or any other media configuration.

(f) In addition, use of the Works is expressly prohibited in connection with the following.

(i) Licensee may not disassemble, decompile, reverse engineer, translate, or otherwise decode the Works for any reason whatsoever.

(ii) If Licensee provides Projects incorporating the Works to a client as part of a commissioned work product, the client may not reuse the Works for any purposes other than for use in connection with the Project without purchasing a separate license.

(iii) Works may not under any circumstances be used in or in conjunction with, or in any way that might be considered pornographic, obscene, scandalous, immoral, or illegal.

(iv) Works shall not be used in conjunction with sensitive subject matter without the prior written consent of Owner; sensitive subject matter includes but is not limited to, sexual activity or sexual-oriented nudity; encouragement or facilitation of violence, pornography, abomination, racism, hate and discrimination against any person based on race, religion, gender, sex, sexual orientation, political beliefs, community or nationality, threats, hurting the helpless, violating rights of privacy, defamation, slander, and any other insulting contents, whether directly or in context or juxtaposition with other materials.

(v) Work(s) may not be used in any manner that creates a false inference or places the Work(s) in a context that is likely to result in bringing the Work(s), the Owner, or any recording artist into public disrespect, scorn, contempt, scandal, ridicule, or that is likely to tend to shock, insult, or offend the community or public morals or decency or prejudice Owner, its members, managers, officers, and any of its artists, or any person or property in the Work(s), or otherwise detract from or negatively affect the public image of the Owner, its members, manager, officers, or any of its artists.

(vi) Sell, transfer or share, license to, or allow others to record anew and/or present and/or play in public and/or copy and/or distribute in any manner any of the Works in themselves, whether for any consideration or for no consideration

(vii) Use any of the Works as a separate file and/or to present it as a separate file and/or make it available for download as a separate file or at all, in any manner whatsoever

(viii) Using the Works in order to provide service which competes with the Website business, such as a music collection, a music library, a data base or in any other manner.

(ix) Store, share, or upload the Works as an independent file to any internet sites and/or to enable access to them by any third parties, and including file sharing sites or social networks (such as YouTube, Facebook, Twitter).

(x) Use the Works in any manner which is illegal and/or in any other manner which may damage the artist, the Website's business reputation, or that of third parties, and inclusive of in any manner which violates the rights of third parties

(xi) Use the Website or the Works in a manner which might damage, block, cause an overload or harm the Website, the communication networks and any communication equipment, or to interrupt any person's use of the Website.

(xii) Attempt to obtain unauthorized access to the Website, the contents, other people's accounts or computer systems or to networks connected to the Website by any means whatsoever.

(g) Licensor shall not be liable in any manner for the use of any other additional content or materials which Licensee may integrate in the Project(s) and Licensee will be solely liable for such content and materials.

(h) This Agreement gives you the right to make a reasonable use of the Website and Licensor's Works Catalogue. You are not limited by the number of Works you want to license, nor by the number of Projects you want to pursue, and you may use a licensed Work on more than one Project. Downloading Works from the Website by any automatic means such as software, bots, or any other technical means will not be considered a reasonable use, is strictly prohibited, and constitutes a breach of this and all other License Agreements you have obtained from Licensor. Licensee may cut and edit the Works as may be required for the Project.

(i) The License is personal and nontransferable and cannot be assigned to any other person or entity. You hereby confirm that it is known to you that the license granted to you according to the Agreement herein is nontransferable and it is not possible to grant sublicenses by its virtue.

(j) This License is nonexclusive which means that all Works are available for licensing and use by any other licensee of the Licensor, including the Works you may choose to license.

(k) Licensee may, but is not obligated to, afford credit to Licensor in the Project (in the end credits or in accordance with custom in the industry) substantially in the following form: "Production music courtesy of Moods Sound Design, LLC [www.moodssounddesign.com](http://www.moodssounddesign.com)."

(k) Nothing in this Agreement shall be construed as to limit the Licensor, in any manner from selling, transferring title, and/or granting other licenses to any or all of the Works, in whole or in part, to third parties, in its discretion.

### 3. Ownership

(a) Licensee hereby declares and confirms that the Owner is the owner of all the rights in the Works, Works Catalogue, and Website, including all intellectual property rights and all copyrights, and that Licensee does not and will not have any ownership rights whatsoever in the Works, Works Catalogue, or Website, and no grant, transfer, or assignment of ownership rights to Licensee of the Works, Works Catalogue, or Website may be implied, inferred, or construed by any language in this Agreement. All right, title and interest in the Works, Works Catalogue, or Website are reserved to and retained by Owner.

(b) Licensee agrees to not claim ownership of any of the Works, Works Catalogue, or Website. Licensee shall not file any copyright applications with the Library of Congress for any of Works, Works Catalogue, or Website.

(c) Owner hereby reserves the right to file for and collect (i) performance royalties from any and all performance rights organizations such as BMI or ASCAP, (ii) digital audio transmission royalties from any and all digital music providers or streaming platforms, (iii) digital audio royalties from Sound Exchange, (iv) registration with the MLC and DLC and HFA and other agencies pursuant to the Orrin G. Hatch-Bob Goodlatte Music Modernization Act (2018), (iv) neighboring rights, and (v) all other royalties and fees that arise from the transmission, broadcast, stream, display, or distribution of the licensed Work(s) over any lawful terrestrial and internet based platforms or media.

(d) Notwithstanding anything to the contrary contained herein, and in clarification hereof, (i) Licensee shall own all right, title and interest in and to any and all of the Projects and all goods and products in connection therewith or thereto, including all logos, trademarks, and copyrights, and other intellectual property, and (ii) Owner shall continue to own and does hereby retain his/her/its ownership and copyrights in and to the Works, Works Catalogue and Website. This Agreement does not constitute a transfer of ownership in and to the Works, Works Catalogue, or Website or the copyrights therein; rather, it is a license to use in accordance with the terms and provisions of this Agreement.

### 4. Representations and Warranties.

(a) Licensee is over the age of 18, is authorized, empowered and able to enter into and fully perform its obligations under this Agreement. Neither this Agreement nor the fulfillment thereof by Licensee infringes upon the rights of any person.

(b) Licensee shall not alter, modify, change, add or otherwise interfere with any coding, metadata, CRM, or other technology embedded in the files containing the Work(s).

(c) Licensee shall not use the Works in themselves, but will only to integrate or synchronize them as part of Licensee's Project(s).

(d) In the Event of Default (defined below), Licensee shall immediately hold harmless and fully indemnify and repay the Licensor and anyone on its behalf for claim, damage, loss, loss of profit, payment or expense Licensor may incur (including attorneys' fees and costs).

(e) Licensee agrees to assume all liability for and shall hold Licensor harmless and fully indemnify Licensor for any liability whatsoever relating other material or content incorporated in the Project that comes from a source other than Licensor.

(f) Owner reserves its full right to determine in its sole discretion whether any use of a Work constitutes a violation of this Agreement and Licensee shall accept the Owner's decision in all matters.

(g) Licensor represents and warrants that it owns or controls 100% of the copyright in the compositions and 100% of the copyright in the sound recordings related to the Works and has the right to grant the rights granted to Licensee under this Agreement.

5. Default. The occurrence of any of the following events or conditions shall constitute an "Event of Default" under this Agreement:

(a) Licensee's failure or neglect to perform or observe any of the terms, provisions, or covenants of this Agreement.

(b) Any warranty, representation, agreement, term or condition contained in this Agreement, or any other document or instrument executed or delivered in connection with this Agreement, or made or furnished to Licensor by or on behalf of Licensee, that shall be or shall prove to have been false when made or furnished. To the extent, the violation is done by a person other than Licensee but who is under Licensee's direction or control, then Licensee shall take any possible action to cause the other person to immediately cease the violation;

(c) The filing by Licensee which is not dismissed within forty-five (45) days after the filing thereof) of any proceeding under the federal bankruptcy laws now or hereafter existing or any other similar statute now or hereafter in effect; the entry of an order for relief under such laws with respect to Licensee; or the appointment of a receiver, trustee, custodian or conservator of all or any part of the assets of Licensee, or the liquidation, termination or dissolution of Licensee;

(d) The occurrence of any event of default under any other License Agreement executed by Licensee with respect to any Work.

6. Remedies. Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default is continuing, Licensor may do one or more of the following:

(a) Without any prior notice to Licensee, to cancel or suspend Licensee's account and block or restrict Licensee's access to the Website and the Works Catalogue, temporarily or permanently;

- (b) Treat such Event of Default as a violation of the Copyright Act of 1976 and proceed to file a copyright infringement lawsuit against Licensee;
- (c) Terminate this License. In the event of termination of this Agreement, the Licenses granted herein to Licensee shall also terminate and (i) Licensor shall be entitled to retain any fees paid by Licensee pursuant to this Agreement, (ii) Licensee shall cease using any and all of the Work(s) previously downloaded and/or incorporated into any Project(s), and (iii) Licensee shall immediately cease downloading further Works;
- (d) Without providing prior notice to Licensee, to issue a Digital Millennium Copyright Act (DMCA) notice (as provided by 17 U.S.C. § 512 and any successor statute) to any website, platform, or outlet in which the Project appears, is posted, or is placed in violation of the terms of this Agreement. Licensee shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party;
- (e) Exercise all rights and remedies available to it at law or in equity, including injunctive relief and monetary damages against all users and beneficiaries of the use of Work(s);
- (f) Avail itself of any other relief to which Licensor may be legally or equitably entitled.

The provisions of this paragraph shall survive the termination of this Agreement.

## 7. Limitation of Liability.

- (a) Licensor shall not be liable for any direct or indirect damage, pecuniary or another, which Licensee might incur consequent upon: (i) changes to the Works, Works Catalogue, or Website, (ii) ceasing, temporarily or permanently, the availability of the Works, Works Catalogue, or Website, (iii) changing, adding or removing any of the Works, Works Catalogue, or Website characteristics, and (iv) changing, adding or removing any material or contents of the Website, the Works, or Works Catalogue.
- (b) LICENSOR SHALL NOT BE LIABLE TO THE LICENSEE, ITS LICENSEES, OR ANY THIRD PARTY FOR ANY DAMAGES OR PENALTIES INCLUDING, WITHOUT LIMITATION, PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS) ARISING OUT OF THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OR USE OF THE WORK(S) OR THE PROJECT EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR PENALTIES. THIS LIMITATION OF LIABILITY SHALL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL LICENSOR'S LIABILITY FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER STATUTORY, BASED ON INFRINGEMENT OR BASED IN CONTRACT,

TORT OR OTHERWISE EXCEED USD\$100.00, ANY CLAIM FOR SUCH ADDITIONAL DAMAGES OR PENALTIES BEING HEREBY WAIVED BY THE LICENSEE OR ANY SUCH THIRD PARTY.

8. Indemnity. Licensee shall and do hereby indemnify, save and hold Owner and Licensor and its successors, licensees and assigns and/or the officers, directors, members, managers of any of the foregoing (collectively, the "Licensor Indemnitees") harmless from any and all loss, damage and liability (including costs and reasonable attorneys' fees) arising out of, connected with or as a result of: (i) any act or omission by Licensee (or any of your respective agents) or (ii) any inconsistency with, failure of or breach or threatened breach by Licensee of any warranty, representation, agreement, undertaking or covenant contained in this agreement including any claim, demand or action by any third party in connection with the foregoing. In addition to any other rights or remedies Owner and Licensor may have by reason of any such inconsistency, failure, breach, threatened breach or claim, Owner and Licensor may obtain reimbursement from you, on demand, for any loss incurred or payment made by the Owner and Licensor Indemnitees at any time after the date hereof with respect to any loss, damage or liability (including anticipated and actual court costs and reasonable attorneys' fees) resulting therefrom. Owner and Licensor shall give you notice of any third-party claim, demand or action to which the foregoing indemnity applies and you shall have the right to participate in the defense of any such claim, demand or action through counsel of your own choice and at your expense; provided that, Owner and Licensor shall have the right at all times, in its sole discretion, to retain and/or resume control of the conduct thereof.

9. General.

(a) This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

(b) This Agreement shall be governed by, and construed and enforced in accordance with, the law of the State of Arizona, United States of America, regardless of any conflict-of-law principles to the contrary. The parties agree that jurisdiction and venue for any dispute under or related to this Agreement shall be exclusively in the Maricopa County Superior Court or the District Court for the District of Arizona located in Phoenix, Arizona, United States of America, and each party waives any argument that he or it or she is not subject to personal jurisdiction in such forums or that such forum(s) is not convenient. If either party commences any action in another jurisdiction or the other party, at his/its/her sole option, be entitled to have the case transferred to one of the Arizona courts pursuant to this paragraph, or, if such transfer cannot be accomplished under applicable law; to have such case dismissed without prejudice. In case any party hereto shall institute any suit against any other party for violation of any of the covenants or conditions of this Agreement or should intervene in any action or proceeding wherein any other party is a party, in order to enforce or protect any interest or rights hereunder or proceed in any bankruptcy action to enforce or protect any interest or rights hereunder, the party prevailing in any such action or proceeding shall receive from the other party reasonable attorneys' fees, to be fixed by the Court in such action.

(c) Licensee may not assign or otherwise transfer its rights under this Agreement without the prior written consent of the Licensor, which consent may be given or withheld in the Licensor's sole



and absolute discretion. Licensor shall have the right to transfer or assign this agreement without the consent or notice to Licensee.

(d) No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided for in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver shall in no way excuse the other party from the performance of any of its other obligations under this Agreement.

(e) No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in a writing specifying with particularity the nature and extent of the amendment, modification or waiver and signed by the parties hereto.

(f) All notices shall be in writing and shall be given by personal delivery or air courier service delivery to the other party. Notices shall be delivered or addressed Licensee at the address provided by Licensee in its account and to Licensor at: 6635 W Happy Valley Rd. Suite A104-303, Glendale, AZ 85310 The date notice is deemed to have been given, received and become effective shall be the date on which the notice is delivered. Licensee has the obligation to keep the information in its account up to date and current.

(g) Any individual accepting or signing this Agreement on behalf of a corporation, partnership, limited liability company or other entity personally represents that he/she has full authority to bind the party or parties on whose behalf he/she is signing (and such entity or organization is included in the term "Licensee") regardless of Licensee's future employment and/or relationship with such entity.

(h) In the event of litigation brought by any party under this Agreement or otherwise relating directly or indirectly to the transactions and agreements reflected in this Agreement, the prevailing party, in addition to any and all other rights and remedies, will be entitled to recover all of its costs of litigation or arbitration, including but not limited to reasonable attorney fees and costs.

(i) In the event, any provision or portion of this Agreement shall be declared invalid by any court of competent jurisdiction, said declaration shall have no effect upon the remaining provisions of this Agreement, all of which shall remain in full force and effect and shall constitute the complete understanding of the parties.

(j) The signature of a Party on an electronically transmitted document shall be considered, for all purposes, an original signature, and the delivery of a document electronic transmission will have the same effect as delivery of the original document.

(k) This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and any Party may execute this Agreement by signing any such counterpart.

(l) This License is personal to the Licensee and strictly subject to the exercise of the rights set out herein. The rights and obligations set forth in this Agreement may not be assigned or otherwise transferred without Licensor's prior written consent. Licensor may assign this Agreement without Licensee's consent.

(m) The Licensor reserves the right to disclose personal information about you or about your use of the Works, Works Catalogue, or Website without obtaining your permission, if such as act is essential in order to: (1) obey legal requirements or comply with orders issued in a legal proceeding or by a competent authority by any law; or (2) enforce this Agreement.

**Licensee acknowledges that (a) it has either (i) retained separate and independent counsel and has been fully advised regarding every aspect of this Agreement, or (ii) was advised by Licensor to retain separate and independent counsel but chose not to retain said counsel; (c) it has read and understood this agreement; and (d) it believes the provisions of this Agreement to be fair and equitable.**