



# Music License Agreement

(85267-MTR-128016)



This license agreement ("Agreement"), dated **30** day of **October, 2021**, is between:

**NEO Sounds Ltd.**, Suite 4, 2nd Floor, The West Wing, Montarik House, 3 Bedlam Court, GX11 1AA, Gibraltar (hereafter, "NeoSounds"); and

**Michelle McAfee**, PO Box 345, Williams, OR, 97544, United States (acting itself or through a legal representative, hereafter, "Licensee").

## 1. Definitions

- **Recording:** a sound recording (including underlying musical works/compositions) available for license from NeoSounds;
- **Project:** a media, audio/visual project (including all its versions, multiple episodes, trailers, variations, updates, or re-releases that come under the same Project/title) to which Recording is synchronized;
- **Territory:** worldwide, except where expressly limited to a single territory.

## 2. License

NeoSounds grants Licensee the limited, non-exclusive, non-transferable right and license (hereafter "License") through the Territory, in perpetuity, to use the Recording(s) (specified below in this section) in an unlimited number of Licensee's Projects (except where expressly limited to a single Project) in accordance with the terms and conditions of this Agreement.

Recording(s):

The Day Dawn (Full Track)	
Title:	The Day Dawn
Composer:	Traditional (none)
Publisher:	Pot of Earth Publishing (ASCAP)
Source:	<a href="https://www.neosounds.com/songs/5738">https://www.neosounds.com/songs/5738</a>

Note: the abbreviation in brackets after the composer or publisher name indicates whether they are affiliated with any Performing Rights Society.

## 3. Rights Granted

- **Synchronization Rights:** the right to synchronize Recording in timed relation with audio-visual images or other media content to create a Project.
- **Mechanical Rights:** the right to reproduce, duplicate, re-record, and release Recording as part of the Project.
- The right to use Recording and utilize the rights granted in section 3 in the following types of Projects (hereafter "Allowed Uses"):

- i. Video/Film productions;
- ii. Online streaming videos and podcasts;  
Videos, films, or podcasts, including personal, corporate, and commercial works distributed through public social media platforms or commercial streaming platforms, such as YouTube, Vimeo, Facebook, Netflix, or Hulu.
- iii. Online advertising;
- iv. Apps, games, and multimedia;  
Computer, mobile, online applications and games, slideshows, multimedia presentations, educational courses, including those online, and audiobooks.
- v. TV/radio broadcasts;  
Terrestrial, satellite, cable TV, IPTV and radio. Programs, news, documentaries, TV series, talk shows, etc.
- vi. TV/radio advertising;
- vii. Film and theatrical;  
Student, amateur, or professional festivals, theatrical distribution of a film or live theatrical performance shown to the general/mass public, e.g., in movie theaters, cinemas, dramatic theaters.
- viii. Other uses.  
Any other commercial or non-commercial use, the purpose of which is to synchronize Recording to a visual image or other media content.

#### 4. Limitations of Allowed Uses

Type:	Limitation:	
Internet streaming video or podcast Multiple projects	Non-revenue generating:	Unlimited
	Revenue generating:	10 million views
Online advertising Multiple projects	1 million impressions	
TV & radio Single project	Show, series, film, etc.:	Coverage 5 million *
	Advertising:	Coverage 2 million *
Film & theatrical Single project	Non-revenue generating & festivals:	Unlimited
	Revenue generating:	10,000 viewers **
Reproduction & distribution	Non-revenue generating:	Unlimited
	Revenue generating:	10,000 copies ***

\* Coverage means the average population living within the broadcasting area of the TV/radio channel. IPTV or IP radio coverage is considered equal to that of its primary terrestrial, satellite, or cable channel. Limited to a **single country**.

\*\* Includes the totality of all viewers charged a fee to watch Project.

\*\*\* Includes the totality of all physical copies (CD/DVDs and storage devices such as flash drives or hard drives) and digital copies of Project. A digital copy means a copy of a digital file containing Project downloaded or copied from a remote or connected device and saved on a customer's electronic device. For online apps, games, multimedia projects, paid subscriptions, in-app purchases, etc., it also includes the number of sales transactions for the right to access and use Project.

## 5. Prohibited Uses

Licensee **may not**:

- Transfer the rights, sublicense, sell, resell, present, lease, lend, distribute, share, make available for download, and/or transfer Recording to any other individual or production company;
- Create/produce new musical works based on Recordings (musical compositions, songs) or release and distribute them;
- Use/include Recordings in different types of music compilations, such as music compilation CDs/DVDs, music albums, where Recordings are stand-alone elements/tracks;
- Redistribute Recordings as a part of different multimedia templates (e.g., website templates, video templates, e-card templates, slideshow templates) that are subsequently offered to multiple end-users;
- Redistribute Recordings as a part of commercially produced and released on-hold systems that are subsequently offered/sold to multiple end-users;
- Use or redistribute Recordings as a part of telephone or mobile phone ringtones.

## 6. Broadcast/Public performance

Public performance rights are **included** in this license for Recordings that are not affiliated with any Performing Rights Organization (hereafter "P.R.O.") and/or where the authors, copyright holders, or administrators of that Recording (composers, producers, publishers, etc.) are not members of any P.R.O. (hereafter "Non-PRO Recordings"). Non-PRO Recordings are generally not subject to any additional performance royalty fees.

Public performance rights are **not included** with this license for Recordings affiliated with any P.R.O. and/or where the authors, copyright holders, or administrators of that Recording (composers, producers, publishers, etc.) are members of any P.R.O. (hereafter "PRO Recordings"). Using PRO Recordings in a Project that is broadcast or publicly performed may require additional licensing from a P.R.O. and Licensee may be subject to additional fees collected by a P.R.O.

Broadcast and public performance use requires filling in and submitting a cue sheet (reporting the use of music) to a P.R.O. or providing a broadcaster with the proper cue sheet. Cue sheet submissions are required for PRO Recordings only.

## 7. Editing Recordings

Licensee may edit, modify, and alter Recordings (crop, lengthen, shorten, fade, pitch, filter, loop, etc.) to fit the requirements of their Project. If such modification or alteration constitutes a derivative work (a work based upon a Recording), Licensee does not acquire any copyright ownership or equivalent rights in or to any Recordings, and Licensee shall use such derivative work only in accordance with this License as if it was Recording.

## 8. Copyright & Ownership

Recordings are copyrighted and protected under various laws of international treaties, the United States, and other applicable laws and remain the sole and exclusive property of their respective copyright owners.

## 9. Refund Policy

NeoSounds is unable to accept cancellation of any orders for digital downloads or offer any refund for such orders once Licensee has commenced downloading. Each Recording has a sample, extract, or preview available for Licensee's evaluation before purchasing that clearly demonstrates the content of each item, thereby giving Licensee a clear understanding of what is being purchased.

However, in case of technical issues or errors on the website associated with payments or charges, or if Recordings are corrupted, a refund can be issued by request.

## 10. Termination & Cancellation

In the case of a sale being reversed or cancelled or of money being refunded to Licensee for any reason, all rights granted under this Agreement will immediately terminate. Licensee must stop their use of Recordings and destroy all copies of Recordings.

## 11. Representations & Warranties

NeoSounds represents and warrants that it has full authority to grant all the rights contemplated by the terms set in this Agreement and that it has obtained all necessary permissions from copyright owners or their legal representatives to grant such rights to the Licensee.

## 12. Limitation of Liability

In no event shall NeoSounds' total aggregate liability to Licensee or any third party claiming through Licensee arising out of or in connection to Licensee's use of or inability to use Recordings (whether in contract, tort, or otherwise) exceed the monetary amount actually paid by Licensee to NeoSounds for use of Recordings. Licensee's sole remedy shall be a refund, and Licensee agrees that this License is granted to them without any further warranty or recourse.

