

# The Music Bed, LLC

## Subscription License Agreement

### SECTION I

#### License Details

<b>Recording(s)</b>	"Where The Adventure Begins" by Tim Halperin (2:59)
<b>Business</b>	Production Company
<b>Clients</b>	1-50 employees
<b>Distributions</b>	Web/Social, Industrial, Internal
<b>Subscribers</b>	Up to 1MM subscribers
<b>Monetization</b>	Included
<b>Billing Plan</b>	Annual
<b>Subscription Term</b>	March 24, 2022 - March 24, 2023
<b>Billing Plan</b>	Annual, 1 payment of \$1,079.88 totaling \$1,079.88
<b>Agreement Date</b>	March 24, 2022

#### Customer Details

<b>Contact Name</b>	Dimitri Damljanovic
<b>Email</b>	dimitri.damljanovic@hotmail.com
<b>Phone</b>	
<b>Address</b>	hauptstrasse, 34, Au SG, St. Gallen 9434, CH

### SECTION II

This License Agreement (the "Agreement") is a legal contract between you ("End User" or "Licensee") and The Music Bed, LLC ("Musicbed" or "Licensor"), a Texas limited liability company with its principal office located in Tarrant County, Texas, for the purpose of Licensee's use of certain rights in and to musical compositions and sound recordings (termed "Recordings" hereafter). By downloading Recordings from our website, you agree to conduct this transaction electronically and you agree to be bound by the terms of this Agreement in respect to those Recordings. If you do not accept or agree with these terms, do not download Recordings.

The use of the Recordings is strictly subject to the terms, conditions, and restrictions set forth Sections I and II of this Agreement. If any of the Licensee-provided information in Section I is missing, omitted, or incorrect, this license may be invalidated by Musicbed. This license is for a single film project intended to promote a single organization, entity, company, product, or the like (collectively referred to as "End Client"). Placement of the brand, logo, name, or other identifier of more than one End Client on the project is a violation of the terms of this agreement. Co-branded projects, i.e., those featuring the brand, logo, name, or other identifier of more than one End Client, require a custom written license from Musicbed

1. You acknowledge that each of the Recordings is the property of Licensor and its musicians, producers, and composers ("Artists"). If you are entering this Agreement on behalf of an organization, entity, or company, then that entity is bound to the license granted and the restrictions and limitations detailed herein (and such entity or organization is included in the term "Licensee") regardless of your future employment and/or relationship with such entity. You acknowledge representations you made regarding license details including project type, size, distribution, paid advertising, territory, term and exclusivity are true and correct.
2. In consideration of the mutual promises contained herein, and the payment to Licensor in Section I of this Agreement (amount listed under fee), Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the Recordings of those Artists represented by Licensor, subject to the terms and conditions set forth within this Agreement and [Musicbed's Subscription Terms](#) which are incorporated herein by reference with the same force and effect as if fully set forth herein.
3. Without notice beforehand, Licensor may automatically terminate this Agreement in the event of Licensee's breach of Section II Paragraph 1 and Paragraph 12.a.—j. of this Agreement. In the event of any other type of breach or violation, Licensor may terminate this Agreement by giving notice in writing, as provided in Paragraph 19, by regular or registered mail to Licensee's

physical address, or electronic communication such as email to Licensee at Licensee's provided email address. If Licensee fails to remedy the breach complained of by Licensor within fourteen (14) days of the date of receipt mailing of the notice, then this Agreement shall automatically terminate on the fifteenth (15) day. In the event of termination of this Agreement due to breach by Licensee, Licensor shall be entitled to retain any fees paid by Licensee pursuant to this Agreement in addition to further legal remedies.

4. After termination of this Agreement, any use of the Recordings is prohibited and actionable as an act of infringement of copyright owned by the Artist or Licensor and actionable under any other applicable causes of action.

5. The uses of the Recordings are strictly subject to the rules set forth in this Agreement.

6. Licensor represents and warrants that it owns or controls 100% of the copyright in the composition and 100% of the copyright in the Master and has the right to grant the rights granted to Licensee under this agreement.

7. The Recordings and accompanying materials (if applicable) are provided "as is" without warranties or conditions of merchantability or fitness for a particular purpose. Licensor does not represent or warrant that the Recordings will meet Licensee's requirements or that its use will be uninterrupted or error free. The entire risk as to the quality and performance of the Recordings is with Licensee. Should the Recordings prove defective, Licensee, and not Licensor, assumes the entire cost of all necessary corrections.

8. LICENSOR'S entire liability and Licensee's exclusive remedy, with respect to any claims arising out of Licensee's use of the Recordings or accompanying material (if applicable), or out of Licensee's actions in downloading such, shall be as follows:

a. Licensee may, upon request to Licensor, be permitted to download the Recordings again, at a location provided by Licensor;

b. If Licensee continues to be unable to download the Recordings, Licensor will refund the fee actually paid by Licensee in respect of the use of such Recordings, provided Licensor determines in its sole and absolute discretion that Licensee has been unable to download such Recordings successfully.

c. In no event shall Licensor or any of its directors, officers, employees, shareholders, partners, or agents be liable for any incidental, indirect, punitive, exemplary, or consequential damages whatsoever (including damages for loss of profits, interruption, loss of business information, or any other pecuniary loss) in connection with any claim, loss, damage, action, suit or other proceeding arising under or out of this agreement, including without limitation Licensee's use of, reliance upon, access to, or exploitation of the recordings, or any part thereof, or any rights granted to Licensee hereunder, even if Licensor has been advised of the possibility of such damages, whether the action is based on contract, tort (including negligence), infringement of intellectual property rights or otherwise.

d. In any event, Licensor's total maximum aggregate liability under this agreement, the license provided hereunder, or the use or exploitation of any or all of the Recordings in any manner whatsoever shall be limited to the fees actually paid by Licensee to Licensor under this Agreement in respect of the use of the Recordings.

9. 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.

10. To the fullest extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Musicbed, and its officers, managers, members, employees, attorneys, representatives, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of this Agreement; (b) your violation of any term of this Agreement; (c) your violation of any third party right, including without limitation, any copyright, property, or privacy right; or (d) any claim that your use of this Agreement caused damage to a third party.

11. The performance of any Recordings in the exhibition of any program materials authorized hereunder may be made by systems having valid performance licenses from the American Society of Composers Authors and Publishers ("ASCAP"), Broadcast Music, Inc. ("BMI"), Society of European Stage, Authors and Composers ("SESAC") or other applicable performing rights societies, as the case may be. The performance of any Composition in the exhibition of any program materials authorized hereunder by systems not having licenses there from is subject to clearance of the performing right either from ASCAP, BMI, SESAC or other applicable performing rights society, in accordance with their customary practices and the payment of their customary fees. This agreement shall not supersede any clearances with regard to any Composition or Master authorized hereunder as required by performance right societies in such portion of the Territory as is outside of the United States and its possessions, which shall be in accordance with their customary practices and the payment of their customary fees to the extent required hereunder.

12. Unless otherwise stated in Section I of this Agreement, Licensee agrees that it shall not use the Recordings in any of the manners described below:

a. The Recordings may not be sold as standalone music files, or included in any other media/stock product, library, or collection for distribution or resale. Licensee may not disassemble, decompile, reverse engineer, translate, or otherwise decode the Recordings for any reason whatsoever.

b. Recordings may not be used for product that is not intended for resale, such as, but not limited to, digital product (electronic templates for websites or applications, software and mobile applications, video games, stock elements or films/illustrations for resale) or physical product (DVDs, BluRay, or external media storage such as USB drives).

c. If Licensee provides Recordings or works incorporating the Recordings to a client as part of its work product, the client may not reuse the Recordings or works incorporating the Recordings for any other purpose.

d. Recordings may not under any circumstances be used in or in conjunction with, or in any way that might be considered pornographic, obscene, abusive, immoral, illegal or inciteful of an illegal act.

e. Recordings shall not be used in conjunction with sensitive subject matter without the prior written consent of Musicbed; sensitive subject matter includes but is not limited to sexual activity or sexual-oriented nudity; tobacco, alcohol, or drug use; health issues and bodily functions; illegal activities; excessive or graphic violence; and political content.

f. Recordings may not be used in a way that may be considered invasive of privacy, defamatory, libelous, or fraudulent, false or misleading or in a way that is hateful or derogatory of any race, nationality, ethnic identity, gender, gender identity or sexual orientation, or political or religious belief, whether directly or in context or juxtaposition with other materials.

g. Recordings may not be used in any manner that creates a false inference or places the Recordings in a context that is likely to result in bringing the Recording(s), Musicbed, or any Artist into (1) public disrespect, (2) scorn, (3) contempt, (4) scandal, (5) ridicule, or (6) that is likely to shock, insult, or offend the community or public morals or decency or prejudice Musicbed, any of its Artists, or any person or property in the Recordings, or otherwise detract from or negatively affect the public image of Musicbed or any of its Artists.

h. Licensee is not permitted to purchase Recordings directly from our website for use in non-fungible tokens ("NFTs") or digital collectibles. Licensee is required to execute a custom license agreement with Licensor for any Recording(s) that Licensee intends to incorporate into NFTs or other digital collectibles. The failure to create a custom footage license under this Subparagraph constitutes a material breach of this Agreement and shall permit Licensor to immediately terminate the license agreement(s) and seek all available legal remedies.

i. Recordings may not be used in any manner that misrepresents the source of the music licensing under this Agreement. Recordings may not be purchased and used by employees, contractors or agents of competitive licensing platforms ("Musicbed Competitors") for the advertisement of the Musicbed Competitor's own website, services, or related affiliate projects. Licensor reserves the right to terminate this Agreement in the event of a breach of this Subparagraph. Under this Agreement, a "Musicbed Competitor" is defined as any entity that provides 1) single song music licensing, 2) music licensing subscription services, 3) custom music and scores, and music supervision services.

j. Recordings may not be used in any so-called 'music discovery' social media channels (including but not limited to Youtube, Facebook, Instagram, Vimeo) or proprietary music discovery platforms or websites where the Recordings are broadcast, played, or otherwise streamed for primarily listening and discovery purposes.

13. The parties to this Agreement are independent contractors and neither party shall make any representation otherwise. Nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representation, or employment relationship between the parties. Neither party has authority to make or accept any offers or representations on behalf of the other party.

14. Licensor and Licensee agree that any use of Recordings in a manner not expressly authorized by this Agreement or in breach of a term of this Agreement constitutes copyright infringement, and such unauthorized use shall entitle Licensor to liquidated damages in the amount of ten (10) times the standard license fee for each breach. The parties in this contract agree that Licensor's actual damages in the event of this type of breach by Licensee would be difficult to definitively ascertain based on uncertainties regarding (1) the impact to Licensor's reputation and goodwill in the industry and (2) the damage to Licensor's relationships with its current and future Artists. Licensor and Licensee therefore agree that the above-referenced amount is not a penalty for breach and is a reasonable liquidated damages amount. These liquidated damages are cumulative of and without prejudice to Licensor's other remedies, including but not limited to injunctive relief and applicable legal remedies.

In addition, Musicbed and/or its Artists shall have the right, 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 site or outlet in which the project appears or is placed in violation of the terms of this Agreement.

The foregoing is not a limiting statement of Licensor's or its Artists' rights or remedies in connection with any unauthorized use of the Recordings or any breach of this Agreement.

15. This Agreement may not be modified, altered or amended, except by written instrument duly executed by both parties.
16. No failure or delay by either party in exercising any right hereunder will operate as a waiver thereof.
17. Any attempt by Licensee to assign this Agreement other than as permitted above will be null and void. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
18. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions shall remain in full force and effect.
19. All notices required under this Agreement shall be (a) either electronic or in writing, (b) deemed to have been duly made and received when (i) personally served, (ii) electronically received, (iii) delivered by commercially established courier service, or iv) five (5) days after deposit in mail via certified mail, return receipt requested, to the addresses specified below or at such other address as the parties shall designate in writing from time to time. Address for notices:

**LICENSOR:**

The Music Bed, LLC d/b/a Musicbed 9555 Harmon Rd. Fort Worth, TX 76177

**LICENSEE:**

dimdam Video- und Fotografie, , hauptstrasse, 34, Au SG, St. Gallen 9434, CH

**END CLIENT:**

dimdam Video- und Fotografie, , hauptstrasse, 34, Au SG, St. Gallen 9434, CH

20. This Agreement shall be governed by and construed under the laws of the State of Texas without regard to any conflict of law provision. This Agreement is performable in whole or in part in Tarrant County, Texas. Licensee hereby irrevocably submits to the exclusive jurisdiction of any state or federal court located in Tarrant County, Texas, over any suit, action or proceeding arising out of or related to this Agreement. To the fullest extent permitted under applicable law, Licensee irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that Licensee is not subject to the jurisdiction of the above-referenced Texas courts and any objection that Licensee may now or hereafter have to the laying of venue of any suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. Both Licensor and Licensee hereby unconditionally waive their right to a jury trial of any and all claims or causes of action arising from or relating to this Agreement.

21. With the exception of the creation of original music compositions, at no time while this Agreement is in effect shall Licensee deal directly or indirectly with any Artist regarding Artist's Recordings where a Representation Agreement is in effect between Artist and the Company.

22. Section II's provisions of Limitation of Liability (Paragraph 8), Indemnity (Paragraph 10), Use Restrictions (Paragraph 12a.—i.), Liquidated Damages/DMCA Provision (Paragraph 14), Severability (Paragraph 18), and Governing Law/Venue/Jurisdiction (Paragraph 20) shall survive any expiration or termination of this License Agreement; the deactivation or termination of your account; and termination of your use of the subscription service (as defined in Musicbed's Subscription Terms).

23. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE AGREEMENT AND MUSICBED'S SUBSCRIPTION TERMS, WHICH ARE INCORPORATED HEREIN BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF FULLY SET FORTH HEREIN. YOU UNDERSTAND AND AGREE TO BE BOUND THE TERMS OF BOTH THE LICENSE AGREEMENT AND MUSICBED'S SUBSCRIPTION TERMS. YOU FURTHER AGREE THAT BOTH AGREEMENTS TOGETHER CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN YOU AND THE MUSIC BED, LLC WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND THE MUSIC BED, LLC RELATING TO THE SUBJECT OF THIS LICENSE AGREEMENT AND MUSICBED'S SUBSCRIPTION TERMS.

24. Full details of permitted and restricted uses for each category are outlined below.

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## **Business Guidelines**

Unlimited use of the Recordings during your subscription term in projects promoting a brand, product, service, promotion, company, organization, or event, including demo reels, fundraising or crowdfunding, monetization, revenue generation and calls to action.

Business use is subject to the employee size as shown in Section 1 of this Agreement. If you produce content for multiple brands, this use is subject to the largest brand you need covered. Includes online paid advertising (i.e., where media is paid to promote your project) up to \$25,000 per video. Includes a perpetual right to show the projects in their final form within the specified media and territories. DOES NOT INCLUDE BROADCAST MEDIA, VOD or OTT unless specifically stated in Section I of this agreement.

**Internal**

Internal distribution covers projects shown in a capacity intended only for use in internal organization presentations, shareholder meetings, employee trainings, etc., within an organization. Not intended for viewing by non-employees of the organization.

**Web/Social**

Web/Social covers projects intended for websites or streaming sites promoting a company, service or product. Includes all forms of web videos for placement anywhere on the web including YouTube, Vimeo, Facebook, and other User Generated Content sites as well as streaming for web-enabled handheld devices/phones and internet-connected tablets.

**Industrial**

Industrial distribution covers projects intended for any non-broadcast medium targeting external or broad audience, e.g., sales giveaways, external presentations, leave behinds, in-store promo, trade show displays, promoting a company, product or service. You may make up to 500 physical copies of each finished project Not For Resale.

**Video Game Use Guidelines**

Unlimited use of the Recordings during your subscription term for in-game or video game trailer use. Does not include paid advertising unless the Paid Promotion / Advertising option is specifically stated in Section I of this agreement. (i.e., where media is paid to promote your project). The uses are subject to the game production budget as specifically stated in Section 1 of this agreement. Includes a perpetual right to show the game or trailer in its final form within the specified media and territories.

**In-Game**

The in-game option is intended for use within a video game, including online and physical media.

**PC/Console**

The PC/Console distribution option is intended for use in digital or physical, console or PC based video games, as opening or credits themes, background music or scene specific uses.

**Mobile**

The mobile distribution option is intended for use in a native mobile application/ video game, as an opening or closing theme, background music or scene specific uses.

**Web**

The web distribution option is intended for web browser-based video games, as opening or credit themes, background music, or scene specific uses.

**Trailer**

The trailer option is intended for the use in a video game trailer or teaser for a video game.

**Web/Social**

This license is intended for showing and viewing the teaser or trailer on the web.

**Industrial**

This license is intended for a non-broadcast trailer targeting external or broad audience, e.g., trade show or conferences displays, non-theatrically distributed viewings, game convention or festivals. This license DOES NOT include online or digital distribution, theatrical distribution, or televised broadcast use.

**Programming Use Guidelines**

Unlimited use of the Recordings during your subscription term in an episode or a series (e.g., online / web series, YouTube Channel, podcast, TV show, etc.). This license includes a perpetual right to stream the project in its final form within the specified media and territories. This license is also subject to the production budget as stated in Section I of this agreement. DOES NOT INCLUDE PAID ADVERTISING or BROADCAST MEDIA, VOD or OTT unless specifically stated in Section I of this agreement.

**Web Episode or Series**

The Web Series distribution option is intended for web sites or streaming sites, for use in a webisode or a episode within a recurring online series that is not brand sponsored, or promoting a company or event. Includes all forms of web videos for placement anywhere on the web including YouTube, Vimeo, Facebook, and other User Generated Content sites as well as streaming for web-enabled handheld devices/phones and internet-connected tablets.

**TV or VOD Episode or Series**

The TV or VOD Series distribution option is intended for broadcast television or streaming sites, for use in a webisode or an episode within a recurring television series that is not brand sponsored or promoting a company or event. Includes all forms of web videos for placement anywhere on the web including YouTube, Vimeo, Facebook, and other User Generated Content sites as well as streaming for web-enabled handheld devices/phones and internet-connected tablets.

**Podcast**

The Podcast distribution option is intended for audio-only podcasts on any podcast platform, e.g., iTunes, Soundcloud, Libsyn, etc. Does not include Paid Advertising unless the Paid Promotion / Advertising option is specifically stated in Section I of this agreement.

**Film Use Guidelines**

Unlimited use of the Recordings during your subscription term to be used in a feature film, short film, or trailer for the film as defined in Section 1 of the agreement. DOES NOT INCLUDE BROADCAST MEDIA, VOD or OTT unless specifically stated in Section I of this agreement. Unless otherwise stated in Section I of this agreement, this license is not intended for use in promoting a brand, company, organization, product, promotion, or event.

**Industrial / Festival**

This distribution is intended for any non-broadcast medium targeting external or broad audience, e.g. Film Festival entries, conferences, non-theatrically distributed viewings. This license includes a perpetual right to show the project in its final form within the specified media and territories. This license DOES NOT include online or digital distribution, theatrical distribution, or televised broadcast use, except for streaming on a film festival entry website only (i.e., If a Film Festival streams all entries on their own website [only], the External license will cover this use).

**Web/Social**

This distribution is intended for showing and viewing the film on the web. This license includes a perpetual right to show the project in its final form within the specified media and territories. This license DOES NOT include any paid online, Video On Demand, or Subscription Video On Demand distribution, e.g. Netflix, Hulu, Youtube Red, etc. unless otherwise stated in Section I of this agreement.

**Trailer**

This distribution is intended for the use in a promotional trailer or teaser for the film. Includes a perpetual right to show the trailer in its final form within the specified media and territories. This license does not include paid advertising unless the paid advertising option is specifically stated in Section I of this agreement.

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