

ZACH HEYDE

STANDARD MUSIC LICENSE

1. Terms and relationship

The terms outlined in this Music License apply to the usage of any musical recordings provided by Zach Heyde. The Customer's use of any recordings shall be subject to the terms set forth in this Music License, and excludes any additional services provided to the Customer by Zach Heyde through a separate agreement.

The Customer and Zach Heyde shall hereinafter be referred to individually as a "Party", and jointly as the "Parties".

In order to use the musical recordings provided by Zach Heyde, Customer agrees to the terms stated below.

2. License grant and restrictions

- a. Subject to the terms and conditions of this Music License, Zach Heyde grants to the Customer the right to access the music catalogue, make copies of the musical recordings, and synchronize them in the Customer's Production in accordance with the Music Cue Sheet.
- b. Zach Heyde grants to the Customer a perpetual, world-wide right to broadcast and exploit the Customer's Production stated in the Music Cue Sheet including the Music Pieces, on all platforms and media, with the exceptions outlined below.
- c. The Customer's right to use the Music Pieces stated on the Music Cue Sheet are subject to the following restrictions:
 - (i) Use is NOT permitted in theme songs, corporate logos, or other channel identification material.
 - (ii) The Customer may NOT use the Music Pieces in advertisements or commercials broadcasted or published within advertising space. The Customer MAY use the Music Pieces in Productions boosted via social media such as Facebook without additional fees, so long as the total amount of said boost, sponsorship, or similar promotional campaign does not exceed 1500 USD.
 - (iii) The Customer may NOT use the Music Pieces on Television, Video-on-Demand services, in feature films, or in trailers promoting feature films.
 - (iv) The Customer may NOT distribute or sell the Music Pieces separately.
 - (v) The Customer may NOT use the Music Pieces in games or apps, with the exception of games/apps developed by independent developers or studios.
 - (vi) This Music License only grants to the Customer the right to use the Music Pieces

within the Production outlined in the Music Cue Sheet. Usage of the Music Pieces in additional productions will require a separate music license issued by Zach Heyde.

- d. The Customer will be permitted to cut and edit the Music Pieces as necessary for the Production.
- e. The rights and licenses granted hereunder are non-exclusive, non-transferable and non-assignable, and may not be sub-licensed. Any assignment, transfer, or exploitation of the Production containing the Music Pieces made under this Music License IS permitted, provided that Customer uses the Music Pieces in accordance with the rights and licenses granted through this Agreement.

3. Ownership and intellectual property rights

- a. Zach Heyde warrants that he holds all rights, title and interest in the music catalogue, and is the sole rights holder in respect of the Music Pieces (without limitation in the copyright of said compositions, the sound recordings, and the performing rights in the Music Pieces) and that the rights granted to the Customer shall not infringe the copyright of any third party copyright holder.
- b. The Customer acknowledges that it does NOT acquire any proprietary rights towards any Music Pieces as a result of this Agreement. The Music Pieces remain the sole property of Zach Heyde.

4. Performance Royalty Organizations

Zach Heyde shall be entitled to collect and retain in perpetuity 100% (both the writer's and publisher's share) of public performance royalties of Music Pieces directly through his performing rights society (such as ASCAP or BMI).

5. License fee

- a. In consideration for the rights granted in this Music License, Customer shall pay a one-off fee in accordance with the invoice submitted to the Customer by Zach Heyde.
- b. If the Customer provides a VAT number and applies a reverse charge on a purchase, Zach Heyde has the right to credit the Customer and issue a new invoice with the correct VAT, which the Customer will be obliged to pay.
- c. To determine the VAT level, the Customer grants that the country of residence provided at checkout is where the service will be used.

6. Trademarks and credit

- a. Neither Party is granted any right to the trademarks or brands of the other Party, and may not use the other Party's trademarks or brands without the prior written consent of said Party.
- b. The Customer agrees to display Zach Heyde's name in conjunction with the Customer's Production containing the Music Pieces when possible, as follows:

Production music by Zach Heyde
www.zachheyde.com

Wherever possible, the above credit shall be displayed as a hyperlink.

7. Return Policy

The Customer acknowledges that Music Pieces licensed under this Agreement are NOT eligible for return, and thus Zach Heyde is not required to grant refunds for licensed Music Pieces. For unintentional transactions, please contact Zach Heyde through the following link:

<https://www.zachheyde.com/contact>

8. Liability

Failure to abide by the terms and conditions set forth in this Music License by either Party shall deem that party liable and subject to legal action.

9. Assignment and Amendments

- a. Neither Party may pledge any portion of its rights under this Agreement without the other Party's prior written consent with the exception of Paragraph 2d.
- b. Any amendments or modifications to/of this Agreement shall be made in writing and signed by both Parties.

This Agreement shall be governed by the internal laws of the State of California applicable to agreements executed and to be performed entirely therein. Both Parties agree to the exclusive jurisdiction of said state laws and courts.