

SINGLE-TRACK MUSIC LICENSE AGREEMENT FOR PRIVATE LICENSES

Intro

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Soundtracking your Production

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Production in accordance with the purposes of this License, as determined by Epidemic Sound in its sole discretion, including where the Production is essentially tantamount to use of the Licensed Work(s) on a standalone basis or where the Licensed Work(s) constitute a primary value of the content that you create. By way of example, you may not use or in other way exploit the Licensed Work(s):

- for the purpose of creating a music listening experience, including, but not limited to, uses where complete or almost complete Licensed Work(s), on its own or as part of a compilation, are combined with accompanying visual/narrative elements that are of subordinate importance (such as, but not limited to, still image(s), panning motions, loops or other limited animation/video/audio);
- in any way to repackage the Licensed Work(s) or upload or use them, in whole or in part, as audio samples, music or sound libraries, sound effects, music beds or to upload them in any music recognition systems or any machine learning application for any purpose, and/or in any way use, distribute or otherwise exploit the Licensed Work(s) as your property; or
- in any way that is intended to allow third parties to download, reproduce, stream, and/or otherwise access or use the Licensed Work(s), in whole or in part, on a standalone basis, including

without limitation in any digital templates or other applications enabling end users to synchronize or otherwise combine the Licensed Work(s) with other content, or in any manner enabling users to create or order on-demand products (such as electronic greeting cards or ringtones) or make the Licensed Work(s) available in any physical products (e.g. in speakers).

You can read more in our FAQ [here](#).

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No boosted or branded content, ads or third party exploitation. You may not use the Licensed Work(s) in advertisements or other commercial productions (including productions that are boosted or that are published within paid media space, such as, but not limited to, online pre/mid/post-rolls) or in any productions constituting branded or sponsored content (meaning productions that promote and/or integrate products and/or services of a corporate brand/entity). You further have no right to use the Licensed Work(s) in any production that is produced for the purpose of being used, licensed, sold or in any other way exploited by any third party.

No broadcast type content. You are not allowed to use the Licensed Work(s) in any broadcast type of content such as feature films and TV shows, including documentaries, news, sports broadcasts or cartoons or other children shows. If you're looking to produce this type of

content, check out our Enterprise plan [here](#).

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No NFTs. You may not use the Licensed Work(s) in non-fungible tokens ("NFTs"), blockchain or substantially equivalent technologies.

Distributing your Production

Distribution license. Subject to the terms and conditions of this License, Epidemic Sound hereby grants to you the right to make available worldwide and in perpetuity, the Production containing the Licensed Work(s) on your personal social media channels, provided that you have completed, uploaded, and published the Production on at least one of your personal social media channels within one (1) year of entering into this License.

Where can I upload my Production?

The rights granted herein grant you the right to publish the Production on your personal social media channels only. Please note that you may only monetize the Production on one (1) single YouTube channel as described below. The rights granted herein do not include any right to license or sublicense to any third party the right to exploit the Production for any

purpose.

Credits. Credit shall - to the extent reasonably possible, in relation to uses where it is standard practice to do so or if credits are provided for other music or content providers - be accorded in a form substantially similar in form and substance to the following: "Artist's Name / Title of Licensed Work / courtesy of Epidemic Sound". The above credit will, if possible, be displayed as a hyperlink to www.epidemicsound.com.

Platform limitations. Please note that various platforms may have their own restrictions that apply from time to time, such as limitations on the permitted length of videos with music. As a result, even though you have been granted a license from Epidemic Sound to use the Licensed Work(s) in accordance with the terms and conditions in this License, such platforms might limit how you exercise such rights on such platforms, and Epidemic Sound shall have no liability for such platform restrictions.

Monetization

Monetization. Subject to your compliance with this License, and proper clearing in accordance with the terms herein, you may allow, and receive remuneration from, the display of third-party ads in connection with making available the Production on one (1) YouTube channel as registered in your account (you may clear your

Production for monetization).

Clearing. You are responsible for clearing the Production on your personal YouTube channel with Epidemic Sound, in accordance with the instructions that Epidemic Sound provides from time to time. You may clear the Production on one single YouTube channel (meaning one single video URL), and you may not clear the Production on any other platforms or channels.

Unlicensed and non-cleared use. Epidemic Sound reserves the right to fully monetize unlicensed use of the Licensed Work(s) on YouTube and/or other platforms. Without correct clearing, Epidemic Sound is unable to tell a licensed Production from unlicensed use, and thus reserves the right to demonetize any Production containing Licensed Work(s) that are not correctly cleared. Should the Production licensed under this License be demonetized by Epidemic Sound, you may notify Epidemic Sound through [this webform](#) and Epidemic Sound will discontinue such demonetization without undue delay. Epidemic Sound will have no responsibility, and will not reimburse you, for any demonetization of the Production by Epidemic Sound for any period prior to such Production having been correctly cleared for monetization. Please note that in relation to certain platforms, Epidemic Sound may use systems to correctly identify use of, or claim ownership of, the Licensed Work(s) in content, including your Production, uploaded to such

platforms, e.g. to ensure correct attribution, but such identification does not affect your right to monetize your Production on such platforms.

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In consideration for the License and the rights granted herein, you agree to pay the applicable one-off Fee as set out when acquiring the license, and in accordance with the [Terms of Use](#). Except as set forth in this License, no additional fees other than the Fee will be owed by you in relation to your permitted use of the Licensed Work(s) hereunder, to (i) Epidemic Sound, (ii) any composer, performer, producer or other person involved in the creation of the Licensed Work(s) or (iii) any collecting society except if the collection is exclusively delegated to such society by local statute, irrespective of the membership of, or any contractual mandate from, any of the composers, performers or other rights holders in the music.

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- in any way that is intended to allow third parties to download, reproduce, stream, and/or otherwise access or use the Licensed Work(s), in whole or in

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Where can I upload my Production?

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online. Please note that you may only monetize a limited number of instances (URLs) of the Production as described below. Conversely, you cannot make available the Production “offline”, e.g. on linear television, including but not limited to broadcast, IPTV, cablecast, or satellite television, as theatrical releases, or make it available in a live setting (e.g. during a trade fair or event). As mentioned above, the rights granted herein do not include any right to license or sublicense to any third party the right to exploit the Production for any purpose.

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music beds or to upload them in any music recognition systems or any machine learning application for any purpose, and/or in any way use, distribute or otherwise exploit the Licensed Work(s) as your property; or

- in any way that is intended to allow third parties to download, reproduce, stream, and/or otherwise access or use the Licensed Work(s), in whole or in part, on a standalone basis, including without limitation in any digital templates or other applications enabling end users to synchronize or otherwise combine the Licensed Work(s) with other content, or in any manner enabling users to create or order on-demand products (such as electronic greeting cards or ringtones) or make the Licensed Work(s) available in any physical products (e.g. in speakers).

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No NFTs. You may not use the Licensed Work(s) in non-fungible tokens (“NFTs”), blockchain or substantially equivalent technologies.

Video games. If the Production is a video game, please note that you may not enable or allow any interactivity with the Licensed Work(s). As an example, players of the game may not be allowed to control the playback of the Licensed Work(s). This License does not cover video game user generated content, meaning for example that any user recordings of gameplay that contain the Licensed Work(s) will not be covered under this License. Moreover, if you create a video game Production, only the version(s) of the video game Production produced within a year from entering into this License will be covered. This does not mean that you must remove Licensed Works from such versions after such time, but that you must exclude the Licensed Work(s) if you create a new version of that video game after such time.

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Student Work. If you are a student creating a non-commercial Production for an educational grade, or otherwise part of a course, with an accredited educational institution (“**Student Work**”), you may make available the Student Work Production in classrooms and during non-commercial film festivals.

Independent Films. If you are an independent filmmaker creating a non-commercial film Production (an

“**Independent Film**”), you may make available the Independent Film Production during non-commercial film festivals.

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