

## STANDARD MASTER USE AND SYNCHRONIZATION LICENSE

This agreement (“Agreement”) is entered into as of **12th January 2019** by and between **audiomachine** (hereafter referred to as “Licensor”) whose address is 201 Santa Monica Blvd. #480, Santa Monica, CA 90401, and **Jackson Robinson** (“Licensee”), with respect to licensing certain musical works, including sound recording(s) and underlying musical composition(s) (hereinafter, collectively referred to as the “Musical Work(s)”). The Musical Work(s), and the specific licensing terms, are set forth on the attached Schedule “A”, which is hereby incorporated by this reference. For good, valuable, and legally sufficient consideration, Licensee and Licensor agree as follows:

**1. DEFINITIONS:** The capitalized terms referenced in this Agreement are defined on Schedule “A”.

**2. RIGHTS GRANTED:** In consideration of the License Fee and subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee the fully revocable, non-exclusive, non-assignable right, license, privilege and authority to fix, record, reproduce, perform, and distribute the Musical Work(s) in synchronization or in time relation with Licensee’s production currently entitled **Invocation Playing Cards** (“Project”) for exhibition and distribution to audiences, including the right to take such other necessary actions to enable Licensee to fully exercise the rights granted by Licensor hereunder. All rights granted shall be within the scope of the Licensed Media Use, Territory, and Term stated on Schedule “A”.

**3. RESERVATION OF RIGHTS:** Other than the limited rights of synchronization and the specified Licensed Use, Licensor hereby reserves to itself all rights and uses of every kind and nature whatsoever in and to the Musical Work(s) not expressly granted herein, including, without limitation: all performing rights and the right to alter the fundamental character of the Musical work(s). Licensee shall not be permitted to create any derivative work based upon the Musical Work(s).

**4. WARRANTIES, REPRESENTATIONS, & INDEMNITY:** Each party warrants and represents that it is free to enter into this Agreement. Licensor warrants that it has the legal right to grant this license; that it owns and controls one hundred percent (100%) of the right, title and interest in and to the Musical Work(s) in the Territory; and that the use of the Musical Work(s) in the Territory hereunder will not violate the rights of any third party. All information provided by Licensee shall be accurate, complete and not misleading in any material respect. Licensee shall only use the Musical Work(s) for the Licensed Use and only in connection with the Project as defined in Schedule “A”. The parties hereby agree to defend, indemnify and hold each other harmless from any and all claims, liabilities, demands, costs, losses, damages or expenses, including reasonable attorney’s fees and court costs, arising out of any material breach or failure of any the terms, conditions, representations and/or warranties made herein.

**5. REMEDIES:** Licensee’s rights and remedies in the event of a breach or an alleged breach of this Agreement by Licensor shall be limited to Licensee’s right to recover damages in an action at law and in no event shall Licensee be entitled by reason of any breach or alleged breach to enjoin, restrain, or seek to enjoin or restrain the performance, distribution, or other exploitation of the Musical Work(s).

**6. REVOCABLE LICENSE:** The license granted herein is revocable and may be terminated by Licensor at any time during the Licensed Term, with or without cause. Upon Licensor notifying Licensee that the license has been terminated, Licensee shall no longer have the right to use the Musical Works(s) in any manner whatsoever.

**7. NOTICE:** All notices hereunder shall be in writing and shall be given by personal delivery to an authorized person of Licensee or Licensor, or by mail in the United States mail, postage pre-paid, at the addresses set forth herein, or such other address as either Licensee or Licensor may designate by notice to the other, and the date of such personal delivery or delivery of such mailing (or refusal thereof) shall be the time of the giving of such notice. The parties agree that any routine notice not related to a dispute may be delivered by electronic mail; provided that, the receiving party acknowledges receipt thereof.

**7. ASSIGNMENT:** Licensee shall not have the right to assign this Agreement or any of its rights hereunder without Licensor's prior written consent and any such attempt shall be deemed null and void. Licensor shall have the right to freely assign this Agreement to any third party for any reason.

**8. ENTIRE AGREEMENT:** Licensee is granted the Licensed Use under this Agreement only to use the Musical Work(s) in the Project and strictly in accordance with the terms and conditions of this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cannot be altered, modified, amended or waived except by a written instrument signed by the parties hereto. This Agreement is binding upon, and shall inure to the benefit of, the respective successors and/or assigns of the parties hereto. Should any provision of this Agreement be held to be void, invalid or inoperative, such decision shall not affect any other provision hereof, and the remainder of this Agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein. This Agreement is not valid until: (1) it has been signed, and (2) Licensor receives all payments as provided herein.

**9. GOVERNING LAW:** This Agreement has been entered into in the state of California and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the state of California applicable to contracts entered into and performed entirely within the state of California. The venue for any controversy or claim arising out of or relating to this Agreement or breach thereof, shall be the appropriate state and federal courts located in Los Angeles County, and the parties hereby submit to the jurisdiction of such courts. The prevailing party in any such dispute arising hereunder shall be entitled to recover from the other party its reasonable attorney's fees in connection therewith in addition to the court costs thereof.

**10. EXECUTION:** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A true and correct copy of this Agreement that contains an electronic, scanned or copied signature shall be as valid and enforceable as an original version.

**AGREED AND ACCEPTED BY:**

**Licensee:** Jackson Robinson  
**Company:** Kings Wild Project Inc.

**Licensor:** audiomachine

## SCHEDULE “A”

### DEFINITIONS

**Effective date of execution:** 12th January 2019

**Licensee:** Jackson Robinson

**Company:** Kings Wild Project Inc.

**Project name:** Invocation Playing Cards

**License type:** Crowdfunding Campaign

**Licensed media use:** This is a limited scope license that grants the non-exclusive right to embed the purchased song in one video or slideshow created to promote a crowdfunding campaign on websites such as IndieGoGo, Kickstarter, RocketHub and similar sites. This license does not allow you to use our music for commercial purposes beyond what is stated in the license.

**Territory:** Worldwide

**Term:** Perpetuity

**Other information:** I am a playing card designer of over 30 successful playing card Kickstarters. I was listening to Spotify during a creative session and was inspired by this song. I developed a set of playing cards based on the images and feelings that the song helped inspire. The song is a special part of the story I want to tell about the deck of playing cards.

**Track title:** Invocation

**Composer:** Mark John Petrie

**Composition:** 100% owned and administered by Naomiville Music (ASCAP) / Trailer Machine Music (BMI)

**Master:** 100% owned and administered by audiomachine

**Total license fee:** \$149.99 USD

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For clarity purposes, Licensee shall not have the right to exploit the song in any other media whatsoever, including, without limitation, exploitation through motion picture, television, radio, mobile, advertising or digital equivalents. This license does not authorize or permit any use of the composition or the recording not expressly set forth herein, all rights not expressly granted herein being reserved to the Licensor.

We always get questions... so we decided to get a head start and arm you with a bit more information about the license you just purchased. Thanks for choosing audiomachine!

### **What are you actually buying?**

You are purchasing a synchronization license that allows you to “sync” your audio-visual image (insert the name of your awesome video here) to our music for the use specified in the license.

### **Do you need a license if you buy the track on iTunes?**

Yes. If you plan on using the music you’ve purchased from iTunes in a video that fits the criteria above, you will be required to purchase a license.

### **Do you need a license for each new project?**

Yes. Each song is licensed for one project (as described in the license). You can use multiple songs in the same project as long as each song has been licensed for that specific use.

### **Do you own the music you license with us?**

No. You do not own the music. Purchasing a license only allows you to use the music for your project and purpose specified in the license agreement. That is different than ownership. We own all of the copyrights in and to the underlying composition and sound recording of every track. You may not market the music as your own even if you add other instruments or a vocal to the music. Your audiomachine license does NOT allow you to upload your project to YouTube’s Content ID system. Uploading audiomachine music to Content ID will cause mistaken copyright claims for other users and for your future projects, and constitutes a violation of our licensing terms.

### **How do I get the music?**

Once purchased, you will receive an email receipt that includes a link to download both an uncompressed AIFF and an MP3 version of the requested track.

### **Can I monetize my video on YouTube?**

If you purchased our YouTube monetization license, yes, you can monetize your YouTube video. Simply email [microlicensing@audiomachine.com](mailto:microlicensing@audiomachine.com) a copy of your receipt and the URL to your video and we will remove the third party claim on the licensed track.

### **What happens if your YouTube video gets flagged for “Matched Third Party Content”?**

If you receive an email about matched third party content, please click the dispute button and put your license and invoice number in the field. We will review it within 1 business day and remove the claim, if a valid license was purchased. In order to maximize your revenue, you should make the video private until we have removed the claim so you don’t lose out on potential ad clicks while we release the copyright claim.

### **How much of the song can I use in my video?**

You can use the whole thing or as little of the song as you like.

### **Can I get a refund if I decide not to use the song?**

No, your purchase is non-refundable because we are selling you permission to use the song (confirmed by the license agreement), not the song itself. Please be sure of your song selection before deciding whether to purchase a synchronization license.

**Can I broadcast the video, distribute it on a DVD, play it in a movie theater, etc.?**

No, you cannot broadcast the video, distribute the video on a physical device (such as a CD, DVD, Blu-ray disk, USB drive, etc.), make it available peer-to-peer (P2P) or on a cable or satellite channel or on pay-per-view, exhibit it in a theater, or the like. The only way you can distribute the video or make it available to others is by uploading it to a UGC Network.

**Are there any content restrictions on my video?**

Your video must comply with the UGC Networks' Terms of Service, the UGC Networks' Community Guidelines, and all applicable laws and regulations. (If it doesn't, then you are violating this license agreement as well as UGC Network's rules.) Also, your video, and/or use of the song must not be pornographic or promote hate or violence, must not be libelous, defamatory, fraudulent, infringing or otherwise illegal, and must not involve criticism of audiomachine, or any of their products or services.

**Does this license agreement transfer any ownership?**

No. We are licensing you certain rights, but the song continues to be owned by audiomachine.

**Is this an exclusive license?**

No, we can license the song to other licensees, not just to you.

**What happens if I violate this license agreement?**

If you violate any portion of this license agreement, we have a number of options available to us under the law. We can (1) immediately terminate your synchronization license, (2) ask the UGC Network(s) to mute and/or withdraw your video and (3) sue you for damages and for an injunction. Additionally, you will have to defend and indemnify us for any claims against us. Please – do not violate the license agreement. We pledge to vigorously defend our copyrights

**Is there a LIMITATION OF LIABILITY?**

Yes. audiomachine's maximum liability to you under any legal theory is to refund the total license fee paid to audiomachine for the right to license the song for the specified licensed media usage. Without limitation, audiomachine has no liability or responsibility for any act or omission by a UGC Network, and audiomachine has no obligation to refund your fee if a UGC Network removes, blocks, mutes, flags, or otherwise takes action against you or your video.