

LICENSE AGREEMENT FOR THE FREE USE OF SYNCS (“AGREEMENT”)

This Agreement is made between You and the private limited liability company NO COPYRIGHT B.V., a.k.a. SPINNIN’ COPYRIGHT FREE MUSIC, incorporated under Dutch law with its registered office at Marathon 4, 1213 PJ Hilversum, the Netherlands, hereinafter referred to as “We”, “Us”, and “Our”.

Whereas You wish to use (parts of) music offered by Us (the “Works”) on Our YouTube channel and SoundCloud page free of charge as part of (video) content created by You (the “Content”) with the purpose of uploading, publishing, distributing and/or disseminating the Content including (part of) the Works solely through YouTube and Twitch, and We wish to generate exposure to the Works and the makers (the “Artists”) thereof through providing the Works as a free of charge synchronization option (“Free Sync”) to You for inclusion in your non-corporate and non-branded Content on YouTube and Twitch.

You therefore agree to the following terms of use:

1. We hereby grant to You, as of the day of your acceptance of these terms of use, a limited, royalty free, non-exclusive, perpetual and worldwide license to use the Works as a Free Sync in your Content that is or will be uploaded, published, disclosed, distributed and/or disseminated only through your YouTube channel and/or Twitch channel.

2. In return for the use of a Free Sync, You will credit the original Works, the Artists, and Our YouTube channel as follows:

Music courtesy of:

“Artist” – “Track” <https://www.youtube.com/???>

Provided by SpinninCopyrightFree

3. You will be able to monetize your Content including the Free Sync through any monetization options offered by YouTube, Twitch and/or your multi-channel network, but You are not entitled and are prohibited to register the Works and/or licensed Free Sync in YouTube’s Content ID or similar services on YouTube or Twitch that may prevent the uninterrupted non-exclusive exploitation of Free Syncs by other clients of Us.

4. In the event your Content is created on behalf of a corporation or your Content includes branded items that you advertise in the Content and receive payments for from third parties, your Content does not qualify automatically for Our services. Please contact synch@spinninrecords.nl to check availability of the Works for synchronization with your Content.

5. You warrant that You are under no obligations that would prevent you from accepting these terms of use and that You are legally entitled to commit to the obligations set forth in this Agreement or have obtained consent for accepting these terms of use from your legal guardian. You further warrant that You will not upload, publish, disclose, distribute, disseminate or in any other form offer to the public the Works and/or licensed Free Sync other than as synchronized with content created by you and uploaded onto YouTube and/or Twitch, nor will you sublicense any of the rights granted to You hereunder to any third party other than parties that are required for content distribution to YouTube and/or Twitch including a service agreement from a possible multi-channel network. You will not claim any copyright or ownership to the Works and/or the licensed Free Sync and You are

prohibited from exploiting the Works and/or licensed Free Sync in any form and manner other than as part of your (video) content on your YouTube channel and/or Twitch channel.

6. We are entitled to revoke the license at any time after which You shall take the (video) content containing the Works and/or Free Sync offline within 24 hours, but We shall only revoke a license in the event of your breach of this Agreement, an infringement claim of third parties' intellectual property rights, or unforeseen circumstances. To Our best knowledge, We have all the necessary titles and licenses to the Works and We are therefore entitled to grant to You the rights granted in this Agreement. However, We explicitly do not warrant Our entitlement to the Works nor Our right to grant You this license. We will not indemnify You nor hold You harmless against any third party claim in connection with the Works and/or licensed Free Sync. You hereby agree and declare to not claim any damages, lost revenues and/or profits from Us in connection with any third party claim in connection with the Works and/or Free Sync. In the event such third party claim materializes, please contact scf@spinninrecords.nl at your earliest convenience and We shall assist you as best We can to amicably solve the claim. For the avoidance of doubt, the license granted to You by no means constitute a legal transfer of ownership to the intellectual property rights contained in the Works. By including any Free Sync in your (video) content You do not appropriate any entitlement to the Works and/or licensed Free Sync other than specifically granted to You in this Agreement. Your use of the Free Sync in your (video) content simultaneously does not entitle Us to any of the intellectual property rights to your (video) content, nor to any share of revenues generated by your (video) content.

7. This Agreement is governed by Dutch law. Any dispute and/or claim arising out of this agreement shall be brought before the competent court in Amsterdam, the Netherlands. In the event any of the provisions in this Agreement is void, nullified and/or not enforceable, this shall not affect the validity of the remaining provisions. The void, nullified and/or unenforceable provision will be 'blue-pencilled' by a judge or authoritative body to a valid and enforceable provision that is similar in meaning and scope to the former provision.