

# Music Bed: Licensing Agreement

trent anderson  
431/21 Ratchadapisek Rd.,  
Chongnonse, Yanawa 10120  
thailand

October 21, 2014

The Music Bed, LLC. ("TMB") approves the use of "Dwell" (Composition(s) and Master(s)) for trent "equalli" (the "Production") pursuant to your request date October 21, 2014 as follows:

Composition/Master:	Dwell
Artist(s):	Tony Anderson
Duration:	6:42
Type:	Business and Corporate
Size:	1-10 Employees
Term:	Single Use and Perpetual
Use:	Streaming Only
Territory:	Worldwide
Production:	equalli
Scene/Project Description:	brand documentary
End Client:	trent
Fee:	\$199.00

Production, Project Description, and End Client MUST align with the Project Type, Size, Term, Use, and Territory listed above.

## Example:

If a business corporate license was chosen it must be used for a corporation of the correct size, and may not be used for something outside of the Project Use chosen on [www.musicbed.com](http://www.musicbed.com)

This permission is only for the use of "Dwell" Composition/Master in the Production as specified herein. Any other proposed use is subject to Music Bed's approval.

Please contact Music Bed with any Questions or comments.

The Music Bed, LLC.  
9555 Harmon Road  
Fort Worth, TX 76177  
1-800-380-8154

This Agreement (the "Agreement") is a legal contract between you (the end user) and The Music Bed, LLC., a Texas limited liability company with its principal office located in Tarrant County, Texas (hereinafter "Licensor"). By downloading Recordings from our website, 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. In this Agreement you are referred to as Licensee.

1. You acknowledge that each Recording is the property of Licensor and its 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.

2. 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 below.

3. Licensor may also terminate this License Agreement upon Licensee's breach of any of the terms of this Agreement by giving notice in writing of such breach, by regular or registered mail, telegram or telex to Licensee at Licensee's address. If Licensee fails to remedy the breach complained of fourteen (14) days of the date of mailing of the notice, then this Agreement shall automatically terminate on the fifteenth (15) day.

4. Any use of the Recording after termination of the license is prohibited and may be actionable as an act of infringement of copyright owned by the Artist or Licensor or for any other applicable cause of action.

5. The uses of the Recordings are strictly subject to the rules set on page 1 of this agreement.

6. The recordings and accompanying materials (if applicable) are provided "as is" without representation, warranty or condition of any kind, either express or implied, including, but not limited to the implied representations, warranties or conditions of merchantability, or fitness for a particular purpose. Licensor does not represent or warrant that the recordings will meet your 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 you. Should the recordings prove defective, you, and not licensor, assume the entire cost of all necessary corrections.

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

(a) You may, upon request to Licensor, be permitted to download the Recordings again, at a location Licensor will provide for you;

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

8. 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 your use of, reliance upon, access to, or exploitation of the recordings, or any part thereof, or any rights granted to you hereunder, even if we have 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.

9. In any event, the 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 you to licensor under this agreement in respect of the use of the recordings.

10. 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.

11. Each party (the "Indemnifying Party") shall indemnify, hold harmless and defend the other party (the "Indemnified Party"), its parent, subsidiaries, affiliates, and the other party's respective officers, directors, employees and agents from any and all liabilities, actual loss, damages, costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Indemnified Party that arise out of any claim, demand, suit, action, encumbrance, deficiency, or proceeding brought by a third party that involves, relates

to or concerns a violation or other breach by the Indemnifying Party of any of the provisions of this Agreement (including, without limitation, any of the representations or warranties of the Indemnifying Party set forth in this Agreement) or the negligence or wilful misconduct of the Indemnifying Party. Provided, however, that the Indemnified Party, upon receipt of a notice of a claim that could result in the Indemnifying Party indemnifying the Indemnified Party, gives prompt notice to the Indemnifying Party of the existence and specifics of such claim.

12. The performance of any Composition in the exhibition of any program materials authorized hereunder may be made by systems having valid performance licenses there for 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.

13. The parties to this Agreement are independent contractors. 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. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior proposals, agreements or communications, written or oral, of the parties with respect to the subject matter herein.

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 an arbitrator or 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) in writing, (b) deemed to have been duly made and received when (i) personally served, (ii) delivered by commercially established courier service, or (iii) 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.

9555 Harmon Road

Fort Worth, TX 76177

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.

21. At no time while this Agreement is in effect shall Licensee deal directly or indirectly with any Artist

regarding Artist's Recordings where a Marketing

Agreement is in effect between Artist and the Company.

22. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND Music Bed, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND Music Bed RELATING TO THE SUBJECT OF THIS AGREEMENT.

23. Full details of permitted and restricted uses are outlined below.

## **Schedule A: Business and Corporate Usage Guidelines**

Your use of the Recordings is subject to the restrictions that you chose during checkout on [www.musicbed.com](http://www.musicbed.com). The definitions of each use are described below:

### **Internal Single Use**

Internal Single use intended for internal projects ONLY. Projects should be shown in an internal capacity only for use in internal presentations, shareholder meetings, trainings etc, within a single organization. This license includes a perpetual right to show the project in its final form within the specified media and territories. This license is also subject to the employee size & audience size chosen during checkout, and shown on your invoice.

### **Streaming Single Use**

Streaming Single Use is intended for web sites or streaming sites, including as a design element on a corporate web site, promoting a single company, service or product. (DOES NOT INCLUDE PAID ADVERTISING or BROADCAST MEDIA) Includes all forms of web videos for placement anywhere on the web including YouTube, Facebook, MySpace, etc. , as well as streaming for web-enabled handheld devices/phones and internet-connected tablets. 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 employee size & audience size chosen during checkout, and shown on your invoice.

### **External Single Use**

External Single Use 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 single company, product or service. (DOES NOT INCLUDE PAID ADVERTISING or BROADCAST MEDIA) This license includes a perpetual right to show the project in its final form within the specified media and territories. You may make up to 500 physical copies of the finished project Not For Resale. This license is also subject to the employee size & audience size chosen during checkout, and shown on your invoice.

### **Approved Uses For Commercial Videos**

- Make one copy, backup or archive the Recordings as necessary.
- Use the recordings according to the license that was chosen. Ie: External, Internal, or streaming use only.
- For Streaming License - Host your videos on Vimeo, Youtube, your organizations website, and other User Generated Content Networks

- Use on your media for promotional use on DVD's that are NOT FOR RESALE.
- Make up to 500 copies of physical media. (DVD's, CD's, FlashDrives, etc.)
- Ask us if you have any questions about usage.

## **Prohibited Uses For Commercial Videos**

- Do not stream your video anywhere except Vimeo, Youtube, your organizations website, and other User Generated Content Networks.
- Do not sell physical copies. (DVD's, Flash Drives, CD's, etc.)
- Do not use the music in templates or Recordings for resale.
- Do not generate revenue directly from videos via ad revenue, or online revenue generation tools.
- Do not duplicate or replicate the Recordings in any way other than to make one backup copy.
- Do not use in broadcast, or paid advertising media.
- DO NOT make more than 500 copies of physical media. (DVD's, CD's, FlashDrives, etc.)
- DO NOT use in any other industry other than the one in which the license was purchased for.
- DO NOT use with inappropriate content such as but not limited to, pornography, drugs and alcohol, violence, or any content deemed appropriate for mature audiences only.
- DO NOT use for political purposes.

Please contact Music Bed if you need a Broadcast or Paid Advertising license - [support@musicbed.com](mailto:support@musicbed.com)