

COMMERCIAL PLAN MUSIC LICENSE SUBSCRIPTION AGREEMENT

The terms set forth in this Commercial Plan Music License Subscription Agreement (hereinafter referred to as the “Agreement”) apply to your use of the Subscription Service provided by Essential Tracks, LLC (hereinafter referred to as “Essential Tracks”).

By clicking “I agree,” or otherwise signifying your acceptance of these terms and conditions, you are agreeing to be legally bound by this Agreement. You warrant that you are 18 years or older and are authorized to enter into this Agreement. If you are signing up for the Subscription, or accessing or using Essential Tracks, in connection with your employment, you hereby represent to us that you are authorized to and hereby do bind your company/employer to this Agreement, and any references herein to “you” “your” and “yourself” will refer to both you and/or your company/employer, as applicable. Nothing in this Agreement shall be interpreted as constituting or creating joint ventures or partnerships between you and Essential Tracks.

Definitions

In this Agreement the following words and expressions shall have the following meanings:

"Recordings" mean each and every sound recording contained in the Essential Tracks music catalog found on <https://essentialtracksmusic.com>.

"Essential Tracks" means the website provided by Essential Tracks, currently with the URL address <https://essentialtracksmusic.com> offering you access to search for, listen to, and download the Recordings.

“Customer Productions” mean audiovisual and podcast productions produced by you on behalf of your company or employer.

"Subscription" means the Commercial Plan Music License subscription service offered by Essential Tracks, including access to and the right to use the Recordings in order to synchronize them, in whole or in part, in Customer Productions in accordance with the terms set forth in this Agreement.

License Grants and Restrictions

Subject to the terms and conditions of this Agreement, Essential Tracks hereby grants you:

(a) for the term of this Agreement, the right to access the Essential Tracks music catalog found on the Essential Tracks website, to make copies of the Recordings in order to synchronize them, in whole or in part, in audiovisual and podcast productions produced by or on behalf of yourself (the “Customer Productions”); and

(b) for the term of this Agreement and in perpetuity the right to make any Customer Productions containing any Recordings available worldwide on any and all online channels and platforms provided that the Customer Productions are completed during the term of this Agreement.

This Subscription is intended to cover most commercial use. However, the following uses are NOT covered by this Agreement:

You may not use any Recordings under this Subscription if you are, or you form part of an undertaking that is:

A private or publicly held company with an actual or perceived market value of at least one (1) billion US dollars; or

A major publisher, meaning you have an annual turnover of ten (10) million US dollars or greater and/or you publish more than five (5) titles. Publishers include without limitation digital publishers, podcast publishers, video game publishers, broadcasters, and similar media companies.

You may not distribute any Customer Productions incorporating Recordings via:

Linear television (e.g., broadcast, IPTV, cablecast, or satellite television) or as theatrical releases; or

Commercial streaming (and/or download) services (e.g., Netflix, iTunes, Hulu, Amazon Prime, fitness or wellbeing VOD services, and similar OTT, AVOD, FVOD and SVOD services).

You may not use any Recordings under this Agreement:

In TV shows, TV ads, feature films, theme songs for scripted content, or incorporated into a logo, trademark, or service mark;

On a stand-alone basis including, without limitation, the repackaging (in whole or in part) of the Recordings as audio samples, sound libraries, sound effects, or music beds, or combined with a single still image or limited animation where the production is essentially tantamount to use of the Recordings on a stand-alone basis, meaning uses where complete or almost complete Recordings are used and where any accompanying visuals are of a subordinate importance;

In any way that is intended to allow third parties to download and/or otherwise access or use the Recordings on a stand-alone basis, including, without limitation, in any digital templates or other applications enabling end users to synchronize or otherwise combine the Recordings 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 Recordings available in any physical products.

For permission to use the Recordings in any of the above instances, e-mail Sales@EssentialTracksMusic.com to request a custom license.

Additionally, you may not use the Recordings in connection with any material or otherwise in a manner or context that is defamatory, illegal, or inciteful of an illegal act, or discriminates against any person based on race, religion, color, sex (including pregnancy, sexual orientation, and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws. Moreover, you may not use the Recordings in connection with sensitive subjects without the prior written consent of Essential Tracks. Sensitive subjects include, but are not limited to, political content, such as the promotion, advertisement or endorsement of any party, candidate, or elected official.

The subscription only covers use by one individual person. If we have reason to believe that more than one person is using the same account, we reserve the right to either (i) immediately terminate the account, without refunding any prepaid fees, or (ii) retroactively assess additional fees to you calculated in each instance on the then-current per-user pricing of the Subscription for each additional user.

You may not change the Recordings but may cut and/or loop them as required for inclusion in Customer Productions. All rights and licenses granted hereunder are non-exclusive, non-transferable, and non-assignable and may not be sub-licensed other than as expressly permitted under this Agreement. You may only use the Recordings in accordance with the rights and licenses granted under this Agreement.

Monetization

Subject to your compliance with this Agreement, you may allow, and receive remuneration from the display of third-party ads in connection with your Customer Productions on social media channels. You are responsible for registering (“whitelisting”) the Customer Productions and/or relevant social media channels with Essential Tracks, in accordance with the instructions that Essential Tracks provides on the Essential Tracks website.

Essential Tracks monetizes unlicensed use of the Recordings on YouTube and/or other platforms. Without correct whitelisting, Essential Tracks is unable to tell a licensed Customer Production from unlicensed use, and thus reserves the right to monetize any Customer Productions containing Recordings that are not correctly whitelisted. Should Customer Productions licensed under this Agreement be monetized or otherwise receive a claim from Essential Tracks, you may notify Essential Tracks at Sales@EssentialTracksMusic.com and Essential Tracks will discontinue such monetization and release the claim. Essential Tracks will have no responsibility, and will not reimburse you, for any monetization of Customer Productions by Essential Tracks for any period prior to such Customer Productions having been correctly whitelisted.

Payment

For the rights granted herein you will be charged a subscription fee at the beginning of each Subscription Period (as defined below), in the amount stated in the subscription section on the Essential Tracks website. The subscription fee constitutes a fixed sum and no additional fees will be owed by you in relation to your permitted use of the rights granted herein to: (i) Essential Tracks, (ii) any composer, performer, producer, or other person involved in the creation of the Recordings, or (iii) any collecting society except where 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 Recordings.

Essential Tracks may change the subscription fee from time-to-time and will communicate any such changes to you in advance. Price changes will take effect no earlier than at the start of the Subscription Period following the date of the change. If you do not accept the price change, you may terminate your Subscription at any time prior to such price change.

Taxes

The license fees charged by Essential Tracks do not include any taxes, duties, or other government charges. Essential Tracks will charge you additionally for the amounts of any such taxes, duties, or other charges which Essential Tracks is required to collect, including without limitation, sales and use taxes, and value added taxes. By entering into this agreement, you verify that your state of residence and/or country of residence is the same as your billing address.

Term and Termination

This Agreement shall begin upon your acceptance of the terms set forth herein and will be automatically renewed for a period of either one (1) month or for a period of one (1) year as designated by you when purchasing a Subscription, until terminated by you or by Essential Tracks prior to the end of the then-current Subscription Period.

Essential Tracks reserves the right to terminate your Subscription and this Agreement and to suspend your access to Essential Tracks at any time in the event of your actual or suspected unauthorized use of the Recordings, or non-compliance with the provisions set forth in this Agreement.

Except as otherwise stated herein, you agree that Essential Tracks will have no liability or responsibility to you and that Essential Tracks will not refund any amounts that you have already paid if you terminate this Agreement or if Essential Tracks terminates this Agreement or suspends your access to Essential Tracks in accordance with the provisions herein.

If you reside in a country which is part of the European Union and have purchased a Subscription, you have the right to terminate the Subscription, by sending an e-mail to Sales@EssentialTracksMusic.com within fourteen (14) days of purchase (the "Cooling-off Period") and receive a full refund provided you have not downloaded any Recordings from the Essential Tracks website.

Ownership and Intellectual Property Rights

Essential Tracks holds all copyrights in and to the music catalog found on the Essential Tracks website and is the sole rights holder in respect to the Recordings.

You hereby acknowledge that you do not acquire any proprietary rights as a result of this Agreement in relation to any Recordings. The Recordings are the sole property of Essential Tracks.

You may not claim ownership of the Recordings or otherwise make them available through any content detection and/or registration system (such as YouTube's Content ID) even if the Recordings are synchronized with your own Project.

Trademarks and Credits

You are not granted any right or interest in the trademarks, brands, or trade names of Essential Tracks. Further, you may not use the trademarks, brands, or trade names of Essential Tracks without the prior written consent of Essential Tracks.

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 recorded in a form substantially similar in form and substance to the following: Artist's Name/Title of Recordings /courtesy of Essential Tracks. The above credit shall, if possible, be displayed as a hyperlink to <https://essentialtracksmusic.com>.

Limitation of Liability

You acknowledge and agree that the Commercial Plan Music License Subscription service by Essential Tracks is provided to you "as is," and Essential Tracks disclaims all warranties express or implied, including but not limited to (a) warranties of merchantability or fitness for a particular purpose; (b) warranties as to the quality or performance of the materials, information, goods, services, technology and/or content provided under or in connection with this agreement, including but not limited to any limitations on user access to or use of content; and (c) warranties as to the performance of computers, technology, and/or networks in which you are using the Recordings. The total liability of Essential Tracks under this Agreement arising from your use of any Recording shall be limited to the license fee paid by you for such Recording. You hereby agree that this license is granted to you without any other warranty or recourse.

Force Majeure

You acknowledge and agree that Essential Tracks shall not be held liable if failure to perform any obligation hereunder is caused solely by supervening conditions beyond Essential Tracks' reasonable control, including acts of God, civil commotion, terrorism, strikes, labor disputes, pandemics, and governmental demands or requirements.

Amendments

Occasionally Essential Tracks may, at its discretion, make amendments to this Agreement. Should Essential Tracks make amendments to this Agreement, they will post these amendments on the Essential Tracks' website. By continuing to use Essential Tracks after changes to this Agreement have been made you are acknowledging your acceptance of the changes.

Severability

If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect.

Applicable Law

This Agreement shall be governed by the laws of the state of Florida, and any applicable Federal Laws of the United States of America, and the Parties hereby acquiesce to the jurisdiction of the courts of the judicial district of Volusia County, Florida.