

# MIXDOWN MUSIC & STOCKMUSIC.NET

## NON EXCLUSIVE MEDIA PRODUCER'S LICENSE

This Media Producer's License Agreement ("**License**") is between Trad Ventures, LLC ("**TradVentures**") doing business as stockmusic.net ("**Stockmusic.net**") and Mixdown Music ("**MixdownMusic**"), and \_\_\_\_\_ ("**You**"). By purchasing this license, when combined with a valid invoice, You agree to be bound by the following terms and conditions of this License.

### 1 – Definitions:

**Track:** A specific piece of recorded audio available for license and download from MixdownMusic or Stockmusic.net, including it's musical composition.

**Artist:** The creator and/or copyright holder of the Track.

**Production:** A created piece of media that the Track is synchronized with.

**Derivatives and Derivative Work(s):** a new Track or musical work created from this Track, that has been transformed or edited, and/or mixed, recorded or preformed with other instruments or vocals to the music.

Your usage of the audio Track is subject to your acceptance of these License terms, Stockmusic.net's Terms of Use (<https://stockmusic.net/terms-of-use>) ("**Terms of Use**"), and your payment of the applicable License fee. Your use of the Track indicates your acceptance of these terms and the Terms of Use.

### 2 - Your Rights to the Track:

- a) **Mechanical rights:** The right to re-record, duplicate and release the music as part of your production in whatever medium you choose.
- b) **Synchronization Rights (also called "Sync" rights):** The right to use the music as a soundtrack "synced" with visual images or other audio as part of your production.

- c) **What You May Do:** You may combine the Track with an audio/visual Production. A Production may be from the following use cases, but not limited to:
- I. Personal Use
  - II. Web
  - III. Advertising, promotional, branded content.
  - IV. Podcasting and radio content
  - V. TV and Film, including broadcast and cable, public and private screenings
  - VI. TV: Over The Top VT "OTT", streaming, youtube, facebook, internet and web series
  - VII. Software Applications and Digital Games
  - VIII. Presentations and Trade shows
  - IX. Educational materials, presentations and shows
  - X. Non-Profit
  - XI. Church and Worship
  - XII. Embedded into a product, including but not limited to greeting cards, stuffed toys, games and talking toothbrushes.
  - XIII. Other media usages
- d) **Usage Limits:** You may use the Track in an unlimited number of Productions without purchasing an additional License.
- e) **License Transfer:** You are free to transfer these rights to third parties ("**Transferred Rights**"), however the Track can only be used by the third party as part of that Production. The Transferred Rights are invalid separate and apart from its inclusion in the Production. This License itself is non-transferable and non-sublicensable, meaning that you cannot license the rights to the Track to anyone else outside of your final Production.
- f) **Modifications to the Track:** You may modify the Track solely for the purpose of synchronizing the Track effectively to the Production. Modification of the Track is limited to the following:
- I. Clipping or cropping the Track for length
  - II. Modifying tempo and playback speed
  - III. Fade-in/Fade-out to accommodate audio transitions
  - IV. Looping and repeating sections of the Track
  - V. Applying audio effects to emulate environmental or playback conditions, like reverb, echo, feedback, etc. or modifying tone with an equalization device.
  - VI. Mixing additional audio effects or audio clips or voice overs to the Track.
  - VII. The above modifications may be made and the structure of the music may change by these modifications, however the original composition must remain distinctly recognizable.

### **3 - Restrictions to Your Use of the Track:**

You may not use the Track except as permitted above. You may not:

- a) Claim ownership, copyright or authorship of the Track, or any Derivatives of the Track created or otherwise, represented under this agreement.
- b) Transfer, share or sub-lease this license agreement with any other party aside from the terms defined in section 2e titled: "License Transfer".
- c) Sell the Track outright to any other individual or party (although the Track can included as a synchronized part of your production which can be sold, which must be a clear and distinct product from the music itself.)
- d) Sell, use, or otherwise make the Track available on digital and/or physical media including but not limited to CDs, audio streaming service, or as digital downloads.
- e) You may not resell the Track as part of any competing product such as music compilation or music library.
- f) Play the Track in a public setting. This License does not grant public performance rights to the Track, and you, or any other party that publicly plays the Production, will be responsible for securing and paying for all public performance licenses for the Track included in a Production.
- g) Create a new Derivative Work and claim as your product or as your music song, even if it has been transformed or edited.
- h) Claim copyright, representation or ownership through YouTube's Content ID, or any other such system, even if synchronized with your own Content.
- i) If the music is used in software such as an application, video game or other software product, the music must be "embedded" such that the end user of the software or video game is unable to access, extract or use the music file on its own as a stand-alone musical piece.

### **4 – Copyright and Ownership:**

This is a license to use the Track, and you do not own nor obtained any ownership rights in the Track or any Derivative Works, current or future. You may not claim that you are the original creator of the Track or any part of the Track. All rights not granted to you under this License are reserved by Trad Ventures.

### **5 – Term:**

Except for Trad Ventures' right to withdraw the Track under Section 9 "Withdrawal", this License is perpetual and you may use this Track indefinitely.

## **6 – Territory:**

There are no territory boundaries or political boundaries on the usage of the Track. Usage of the Track is allowed world-wide.

## **7 – Public Performance Rights:**

This license does not include public performance rights. All such public performance licenses, cue sheets and usage reporting are the exclusive responsibility of You. Trad Ventures provides cue sheet information on all licensed Tracks.

## **8 – Attributions:**

If you use the Track in an audio or visual Production, you may provide credit to the Track artist and to Mixdown Music by using the following format:

[Track Name]

[Artist's Name]

Provided by Mixdown Music

Attribution is not a requirement, but highly encouraged and appreciated.

## **9 – Withdrawal:**

Trad Ventures takes extreme precaution to ensure all our audio is fully cleared for licensing. However, on rare occasions, copyright issues can arise.

If Trad Ventures becomes aware of any problem with the rights to the Track, it may require you to do one or more of the following:

- a) Remove or replace the Track in the Production(s).
- b) Stop use of all Productions that use the Track.
- c) Use best efforts to ensure that anyone using the Production to stop using it.

If this situation occurs, Trad Ventures will make efforts as reasonable to inform you of the situation and our recommendations.

If You are presented with a notice of copyright infringement from any third party, including from YouTube Content ID, either legitimate or or ill-legitimate, You are required to report it to Trad Ventures. Trad Ventures will advise You on what further actions to take.

In the case where you receive a Take Down Notice (“**Take Down Notice**”) from Trad Ventures, You may request Trad Ventures to either: (a) refund your payment of the License Fee in the equivalent number of Credits (as defined in the Terms of Use); or (b) provide you with a replacement track.

#### **10 - DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY:**

TRAD VENTURES PROVIDES THE TRACK “AS IS” AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, PERFORMANCE, AND FITNESS FOR A PARTICULAR PURPOSE. TRAD VENTURES DOES NOT REPRESENT OR WARRANT THAT THE TRACK WILL MEET YOUR REQUIREMENTS.

TRAD VENTURES WILL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. TRAD VENTURES’ SOLE AND EXCLUSIVE REMEDY TO YOU IS REFUNDING YOU THE LICENSE FEE OR PROVIDING YOU WITH A REPLACEMENT TRACK.

#### **11 – Indemnification:**

You will defend, indemnify, and hold harmless Trad Ventures and its affiliates, licensees, officers, directors, employees, and agents from all and against all third-party claims, damages, costs and expenses, including attorneys’ fees (“Claims”), arising out of or in connection with (a) your use of the Track outside of the scope of this License; and (b) any other actual or alleged breach by you of this License.

#### **12 - Termination for Breach:**

Trad Ventures will terminate and revoke this License, effective immediately upon written notice to you if: (a) you use the Track outside of this License; (b) if it does not receive the License fee; or (c) you otherwise breach this License. Upon termination, you must immediately stop all uses of the Track and delete all copies of the Track. Failure to comply with Trad Ventures’ request to remove or stop use of the Track may constitute willful infringement under the Copyright Act. All sections of this license except section 2 “Your Rights to the Track” will survive termination of this License.

#### **13 – Taxes:**

All License fees are exclusive of taxes, which are your responsibility.

#### **14 - Miscellaneous:**

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Media Producers License  
Rev: October 2019

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**15 - Signatures:**

You:

Your Name: \_\_\_\_\_

Representing Company: \_\_\_\_\_

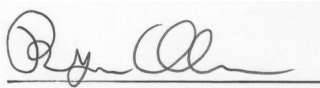
Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Mixdown Music Invoice id: \_\_\_\_\_

License Start Date: \_\_\_\_\_

Acceptance by Trad Ventures, LLC:



Ryan Allen, President  
P.O. Box 44  
Mercer Island, Washington 98040

Tel: 1 206-686-3319  
E-Mail: ryan@stockmusic.net

**Addendum A**  
**Audio Tracks Bound to This Licensee**

**Track Information**

Track Title:

UPC:

Artist Name:

Mixdown Music Invoice Number: