

USER LICENSE AGREEMENT

This is an agreement between ET Music Publishing a Division of Wabi Sabi Productions Inc., doing business as ET MUSIC Publishing (hereinafter known as "Licensor") and you, the end user (hereinafter known as "You" or "Licensee"). By using our website and/or purchasing a license from us, you agree to be bound by the following terms and conditions (the "Agreement") as same pertain to the license you purchase.

ET MUSIC Non-Exclusive Licenses

1. The ET MUSIC license grants you, the Licensee, a non-exclusive, worldwide license in perpetuity to make use of the song you have purchased in accordance with the terms and conditions of this Agreement, and the Standard or Commercial License, as applicable.
2. Previews of songs available for download (without watermark) on the ET MUSIC website, are for internal testing and client approval purposes only and cannot be used for any other purpose.
3. You can license a song for a single application (a single product or project) to synchronize with an audio-visual or audio-only Final Product that incorporates the Song as well as other elements under one of the following license types:
 1. **SOCIAL MEDIA LICENSE COVERS** - All social networks (Youtube, Instagram, Snapchat, Facebook, etc.)
 2. **STANDARD LICENSE COVERS** - Wedding and event trailer, wedding and event videos, wedding photo slideshows, crowdfunding videos, (Kickstarter, IndieGoGo, etc.), live event videos, holiday videos, birthday videos, home videos, slideshows, single episode of a web series (e.g. web show, online series, podcast, etc.), theme song for web series (unlimited usage for recurring online series), non-profit videos (registered 501(c)(3) organization or international equivalent), personal mobile ring-tone, & student films. Standard license covers unlimited online views and impressions.
 3. **COMMERCIAL LICENSE COVERS** - Corporate website video, corporate video presentations, Film Festivals, online paid advertisement that includes video, business or corporate videos, in-store promo, trade show videos, corporate slideshows, internal corporate presentations, business meeting videos, training videos, school video, real estate videos, company's private on-hold music system, music in apps, online documentary films (short or feature length), online narrative films (under \$1 million budget), online movie trailer (under \$1 million full film budget), online feature film (under \$1 million budget), online independent film (under \$1 million budget), online short film (under \$1 million budget). Commercial license covers unlimited online views and impressions.
 4. **CUSTOM LICENSE COVERS** - Music for movie trailer (theatrical or broadcast), feature or independent film (theatrical or broadcast), television show (theatrical or broadcast), Ads or Commercials (TV, Radio), radio broadcast (terrestrial or satellite radio), cable TV (digital distribution, e.g. Netflix, Hulu, etc.), satellite TV, video games, online movie trailer (over \$1 million full film budget), online feature film (over \$1 million budget), online independent film (over \$1 million budget), online short film (over \$1 million budget). Custom licenses cannot be granted through the website's automated system. If you are interested in licensing music covered under custom license. Please contact ET MUSIC directly at: etmusicpub@gmail.com
4. Licensor makes no warranty or representation, express or implied, except that it warrants that it has the right to grant the license granted hereunder. The total liability of Licensor 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.

5. All Songs are the property of Licensor and its Composers. If you use a song(s) for or on behalf of another person or entity (organization or company) then that person or entity is also bound to this Agreement and the restrictions and limitations. The person or entity is included in the term "Licensee" regardless of future relationship of license purchaser.
6. You can license music to create one Final Product and transfer the license(s) of that Final Product to your client.
7. You can edit or modify the song to fit your Final Product. The edited or modified version of the song shall be subject to the terms of this license. You cannot claim ownership of the edited or modified song.
8. This is a single application for one (1) Final Product. You will need to purchase another license to use the same song in a different product or project.
9. You cannot re-distribute or sell the Song(s) in its original or modified form, as a standalone music file, or include in any other media product, library, template, external media storage such as USB drives, or collections.
10. Performing Rights Organizations ("PRO"): Public performance rights are not included with this license. This license does not act as a waiver of any PRO fees. In order to use music in Film, TV and/or radio productions (custom license), a cue sheet must be filed with the networks, stations and appropriate PROs. A copy must also be e-mailed to etmusicpub@gmail.com. Licensor will provide cue sheet information upon request.
11. Nothing in these terms shall be construed as constituting a partnership, joint venture, employment or agency relationship between you and Licensor. Each of the parties hereto has entered into this agreement at arms-length as an independent contractor.
12. You cannot use a song for pornographic projects. You cannot use a song for projects that discriminate against religion, national origin, race, color, or sex.
13. If you breach the license and don't remedy the breach within 14 days, this license can be terminated. Any use of the song after termination of this Agreement is strictly prohibited and may result in legal action if song copyright is infringed upon. Any use of any song in a manner not expressly authorized by this Agreement or in breach of a term of this Agreement constitutes copyright infringement, entitling ET MUSIC and/or Wabi Sabi Productions Inc and/or its Artists to exercise all rights and remedies available to it at law or in equity, including injunctive relief and monetary damages against all users and beneficiaries of the use of such Recording(s). In such case, ET MUSIC and/or Wabi Sabi Productions Inc. and/or its Artists shall have the right, without providing prior notice to Licensee, to issue a Digital Millennium Copyright Act (DMCA) notice (as provided by 17 U.S.C. §512 and any successor statute) to any site or outlet in which the project appears or is placed in violation of the terms of this Agreement. Licensee shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party. In addition, and without prejudice to ET MUSIC's other remedies under this Agreement, ETMUSIC and/or Wabi Sabi Productions Inc. and/or its Artists reserves the right to charge and Licensee agrees to pay a fee equal to up to five (5) times Et MUSIC's standard license fee for the unauthorized use of the songs. The foregoing is not a limiting statement of ET MUSIC's and/or Wabi Sabi Productions Inc. its Artists' rights or remedies in connection with any unauthorized use of the songs or any breach of this Agreement. 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 willful 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. The provisions of this paragraph shall survive the termination of this Agreement.

14. Licensee agrees to take no action which is intended, or would reasonably be expected, to disparage or harm Licensor or its reputation, or which would reasonably be expected to lead to unwanted or unfavorable publicity for Licensor, any of its Clients, employees, artists, shareholders, associates or partners. For purposes of this section, "disparage" shall mean any negative statement, whether written or oral. The parties agree and acknowledge that this Non-Disparagement clause is a material term of this Agreement. In the event Licensee breaches any component of this Non-Disparagement provision at any time, Licensee acknowledges and agrees that it would be impractical or extremely difficult to ascertain the amount of actual damages to Licensor. For this reason, Licensee agrees that any violation of the Non-Disparagement provision of this Agreement shall result in the imposition of liquidated damages, and not as a penalty, in the amount of Ten Thousand U.S. Dollars, per each occurrence, to be paid by Licensee to Licensor, which represents the reasonable compensation for the loss incurred because of the breach.

15. This License agreement cannot be edited, altered, modified, or terminated without written consent by both parties.

16. At no time, while bound to this Agreement, Licensee shall not deal directly or indirectly with any of ET MUSIC's Artist(s) regarding any of the Artists dealings with Licensor and any of the Artists recordings.

17. This Agreement shall be deemed to be entered into in New York, and shall be governed by and construed in accordance with the laws of the United States of America and of the State of New York concerning contracts entered into and performed entirely in New York. Except as otherwise specifically provided herein, Any cause of action by Licensor with respect to this agreement must be instituted within one (1) year after the claim or cause of action has arisen or further action is forever barred. Nothing in the present Agreement shall be interpreted as constituting or creating a joint venture or partnership between the Parties. This Agreement shall be to the benefit of and bind the respective heirs, executors, administrators and assigns of the Parties hereto. 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.