


License Number: 1311842
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To:
Guillaume ROBERT
TAKE PART MEDIA
69 rue de Lyon
Paris 75012
France

Master and Composition Licensed ("Recording"):



Climbing Roses
by Tiny Music

Type(s) of Use:

 Standard License

This is an agreement between SHUTTERSTOCK MUSIC CANADA ULC, doing business as PremiumBeat ("PremiumBeat") and you, or the employer on whose behalf you are entering this agreement ("you"). 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.

1. Definitions

Project: A media project to which Recording is synchronized.

Recording: A certain piece of recorded music available for license from PremiumBeat (including a musical composition).

2. PremiumBeat Non-Exclusive Licenses

By purchasing a PremiumBeat license, PremiumBeat grants you the limited, non-exclusive, non-transferable, worldwide (except where expressly limited to a single "Territory") right and license, in perpetuity to modify (subject to related restrictions) and use a Recording in accordance with the terms and conditions of the Agreement, and the Standard or Premium License, as applicable. In consideration of the license you purchase, you hereby agree to pay PremiumBeat a certain license fee according to our website rates.

Previews of Recordings are available for download on the PremiumBeat website, are for internal testing and client approval purposes only and cannot be used for any other purpose including, but not limited to, any unlicensed use in commercial materials, advertisements, digital media or video synchronization.

Please find the details for each license below, followed by specifics pertaining to all license types:



Standard License

Our STANDARD license allows you to use the Recording in an unlimited number of Projects in the following ways:

On the **web**, including Commercially Distributed* Projects, including but not limited to:

- (i) in online streaming (YouTube, Vimeo, Netflix, Hulu, Amazon Prime)
- (ii) Websites and social media
- (iii) Web advertising (including as part of pre-roll advertising) and
- (iv) in Podcasts

Any Project that is **not** "Commercially Distributed"*, or otherwise expressly set forth as a Premium License use case, including but not limited to:

- (i) Corporate Videos
- (ii) Videos and Slideshows sold to third parties for non-commercial use (e.g. wedding videos)
- (iii) Apps and video games
- (iv) Film and theatre (student, film festival) and
- (v) TV & radio programming (pilots, public broadcasting)

*A **Commercially Distributed** Project shall mean the distribution via download or in physical form of more than 1,000 units of any single Project if such Project is intended to generate revenue to you.

3. Additional Terms For All License Types

Recording licensed hereunder are for your own personal or organizational usage only. You may use the Recording for your personal Projects and/or professional Projects you undertake for your clients or for your employer.

Please note that this license does not include public performance rights. In order to properly report music used in TV and radio productions, cue sheets must be filed with the networks, stations and appropriate PROs, and a copy must be e-mailed to support@premiumbeat.com. PremiumBeat will provide all cue sheet information upon request.

With any of our licenses you may use a PremiumBeat Recording on online video platforms systems, but PremiumBeat retains ownership of the Recording. You may not claim ownership of the Recording (or otherwise make it available) through any content detection and/or registration system (such as YouTube's Content ID), even if synchronized with your own Project.

4. Limitations of Use

You may not:

- sell, transfer, sublicense, share, give away or otherwise assign the Recordings or your rights granted hereunder to any other party.
- resell the Recording by itself or as part of a package except solely as embodied within your Project.
- resell the Recording (or otherwise make it available) in any manner that would enable a third party to download the Recording as a separate file, such as in e-card templates or website templates.
- resell the Recording (or otherwise make it available) as part of any competing product such as music compilation or music library.
- sell the Recording (or otherwise make it available) as, or as part of, your music or as your song, even if it has been transformed or edited, or if you add other instruments or vocals to the music.
- claim to be the creator or copyright holder of the Recording or of any derivative work created from the Recording.

5. Ownership

You hereby acknowledge that PremiumBeat is and remains the owner of all right, title and interest in the Recording, including without limitation any copyrights therein. The Recording is protected by and subject to Canadian and international copyright laws. This license is non-exclusive and PremiumBeat retains the right to sell licenses of the Recording to third parties at its sole discretion.

6. Limitation of Liability

PremiumBeat 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 PremiumBeat 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.

7. Availability

PremiumBeat makes all possible efforts to make sure that all the Recordings that comprise its online library are available at all times. However, PremiumBeat makes no representations or warranties that all Recordings will be available at all times. PremiumBeat may discontinue licensing certain Recordings at its sole discretion. In the event that PremiumBeat gets a notice or otherwise concludes that any Recording may be subject to a claim of infringement of another's right for which PremiumBeat may be liable, PremiumBeat may require you to immediately stop using the Recording, delete or remove the Recording from its premises, computer systems and storage (electronic or physical); and ensure that its clients do likewise. PremiumBeat shall provide you with comparable content (which comparability will be determined by PremiumBeat in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this Agreement.

8. Taxes

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

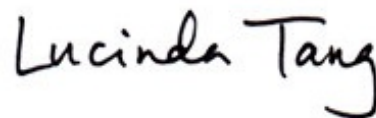
9. General Provisions

This Agreement shall be governed by and construed according to the laws of the Province of Quebec, Canada, and the Parties hereby acquiesce to the jurisdiction of the courts of the judicial district of Montreal. The parties hereto have expressly requested that this Agreement and all ancillary documents be drafted in the English language. Les parties aux présentes ont expressément exigé que cette convention et tous les documents accessoires soient rédigés en langue anglaise.

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.

This document acknowledges that the license has been paid for and issued.

Last Revised: March 2016



Lucinda Tang

Licensing Manager for PremiumBeat.com