

**Synchronization and Master Use Agreement (a.k.a. Motion Picture Sync Agreement)  
Non-Exclusive License**

**LICENSE SUMMARY**

<b>Project Types:</b>	Motion picture (video) Graphics/Images/Photography Audio Advertisements/Commercials
<b>Number of Projects:</b>	Unlimited
<b>Territories:</b>	Worldwide
<b>Expiration:</b>	None
<b>Distribution Copies:</b>	Unlimited
<b>Performance Rights:</b>	Yes
<b>Project Streams:</b>	Unlimited
<b>Performances:</b>	Unlimited
<b>Broadcast Rights:</b>	Unlimited
<b>Commercial Use:</b>	Yes
<b>Non-Profit Use:</b>	Yes

***PLEASE CAREFULLY READ THE FOLLOWING AGREEMENT TO FULLY UNDERSTAND THE TERMS AND CONDITIONS AND ANY RIGHTS GRANTED. IF YOU ACCEPT THIS AGREEMENT YOU CONSENT TO THESE TERMS AND CONDITIONS. IF ANY QUESTIONS PLEASE SEE SKYBELLIS.COM FOR MORE INFORMATION:***

This agreement ("Agreement") made on the day, month, time, and year of purchase/transaction (for clarity, this defines the "date of agreement") is by and between SKYBELLIS LLC ("Owners/Licensor") also professionally known as SKYBELLIS and **you** ("Licensee"). By making this purchase/transaction **you** (the person or company utilizing the Owner's/Licensor work or services) hereby agree to the following terms:

**1. Glossary of Definitions:**

- (a) "Work(s)" means any tangible or intangible thing produced or created as a result of effort, such as a sound recording, musical composition, video, game, art, and any other physical or abstract thing in similarity.
- (b) "Derivative work(s)" means a new work such as a sound recording or musical composition has been created that incorporates a preexisting work such as a previously published, registered, or original work of authorship sound recording (i.e. master(s) or Licensed Master(s)) or musical composition (i.e. song). The preexisting sound recording and/or musical composition must be rearranged, remixed, or otherwise altered in sequence or character, or must contain an additional new sound recording and/or musical composition to be considered a derivative work. The new or revised sound recording and/or musical composition must contain at least a minimum amount of the original preexisting sound recording and/or musical composition. The right to use a preexisting sound recording or musical composition to create a derivative work is normally granted by a license. The term derivative work is an official term used in the U.S. Copyright Act.
- (c) "Audiovisual(s)" means any work that includes a visual and sound component. In this agreement it can also include any work that includes only a sound component, but that sound component must have at least one of its audio tracks transcribed or in synchronization or time relation with another audio track (i.e. Licensed Master) to be considered an audiovisual. Some examples of an audiovisual would include slide shows, movies, television programs, live theater (i.e. a play). Some examples of an audiovisual that would include only a sound component would include a radio advertisement or radio spot, where one or more tracks of audio (i.e. dialog, speaking, advertisement commentary) are combined or in synchronization or time relation with one or more tracks of separate and different audio (i.e. Licensed Master).
- (d) "Release" rather used in past, present, or future tense means a work is made available to the public, usually for commercial purposes (i.e. for profit via a sales channel), but includes for non-profit use as well (i.e. to market or promote a brand). For example, if a work is streamed on a website, sold via a service or at a store, or used in a

commercial, these would be some, but not all scenarios that would constitute a release.

- (e) “Licensed Master(s)” means a work that has been created that contains both a sound recording and a musical composition. The sound recording and musical composition can have different copyright owners as they are two separate distinct components of a work that can be copyrighted. Noting that “Licensed Masters” could have other definitions outside of this agreement, but in this agreement Licensed Master(s) will be used to define both these copyright components as one, so when used it will refer to both distinct copyright components of the work as a whole.
- (f) “Royalty” means payment due to anyone, but usually due to an owner for any use of a work. For example, a sound recording and musical composition would be considered two works that can be licensed to someone by someone else. In this example, the person who has been granted the license is called the licensee and is granted clearance to use those works and make a payment called a royalty to the licensor, who is usually the owner of the work licensed.
- (g) “Mechanical Royalty” means per-unit payments made by anyone, like a licensee, usually paid to the owner or owner's appointed agent for the mechanical reproduction, recreation, copying, re-recording, distribution, and sale of copyrighted musical compositions and/or Sound Recordings appearing in a digital stream, permanent digital download, ringtone, tape, CD, album, vinyl record, phonorecord, and any other such similar manufactured formats.
- (h) “Multitrack” means individually separated audio files usually in wav format that can each be placed on a track and played together as a whole to create a larger sound. Noting the word “Multitrack” is sometimes used interchangeably in the music industry with other terms like “track outs” or “stems” which can have the same meaning as multitrack.
- (i) “Instrumental” means a sound recording and/or musical composition (i.e. Licensed Master(s)) that has minimal vocal content (i.e. verses, lyrics, singing, poetry, talking, narration) or no vocal content synchronized with it. Minimal vocal content means that of the total duration of the work used only 50 percent or less contains synchronized vocal content. An instrumental consists of music that is predominantly made up of the sounds produced by playing instruments (electronic, non-electronic, or a mixture of both). An instrumental is sometimes referred to as a “beat”.

## 2. LICENSE GRANTED:

- (a) Whereby Owners (also referred to herein as “Licensor(s)”) are the owners of the certain master recordings described below. Owners, hereby grant to Licensee a non-exclusive license to use the master recording(s) embodying both the underlying musical composition (hereinafter also referred to as “Compositions”) and Sound Recording listed on schedule “A” annexed herein and made a part of this Agreement, for the purpose of synchronizing both Sound Recording and underlying musical

composition with an unlimited amount of audiovisual work(s) as long as in line with the terms and conditions in this agreement. This right grants use for manufacturing, promoting, marketing, distributing, selling, and releasing to the public the "audiovisual(s)" in all formats of digital media (including but not limited to downloads or digital delivery or permanent digital download, interactive and non-interactive streaming, Video tapes and digital video discs (DVDs) and any future, new, or other media format that becomes available. Hereinafter the licensed Musical Composition and Sound Recording will both be referred to as the "Licensed Master(s)" and will include both the Sound Recording and the Musical Composition as one whole work. Under this Agreement Licensee is granted the unlimited right to include the Licensed Master(s) in the following manner:

*To exploit Licensed Master(s) solely in synchronization with audiovisual(s) for non-profit and/or profit. This includes the right to copy, modify tempo, sample, modify arrangement, perform publicly or privately, modify length, modify pitch, or modify a portion or entirety of Licensed Master(s) to create derivative work(s).*

**3. LICENSE FEE:**

- (a) Licensee agrees to pay Licensor the one-time fee associated with purchase/transaction for Licensor's services in granting a license to Licensee on the date of this agreement. No rights will be granted to Licensee under this agreement until this one-time fee is paid to the Licensor. Once the one-time fee payment is paid to Licensor and Licensee agrees to this agreement then and only then will all other terms and conditions listed herein this license agreement be granted to Licensee. For clarity, if any purchases and/or transactions occur that have a zero-dollar fee provided by the Owner/Licensor's service, then any rights mentioned herein for those specific transactions/purchase will be granted to Licensee.

**4. DELIVERY OF LICENSED MASTER(S):**

- (a) The Licensed Master(s) will be delivered electronically and be of high-quality and meet music industry standards and will be delivered to Licensee's email via Owner/Licensor's service as a link for digital download upon payment of license fee or upon completion of transaction or checkout.

**5. RIGHTS GRANTED:**

Owners hereby grant to Licensee the following non-exclusive right subject to the following:

- (a) The right to synchronize Licensed Master(s) including its music, lyrics, instrumental, arrangements, and title, with audiovisual(s) and manufacture, promote, market, distribute, and sell audiovisuals. For clarity, this right also grants a transcription license, so Licensor grants the right to Licensee to use Licensed Master in synchronization or time-relation with the audio and/or visual component of the audiovisual.
- (b) The right to record, dub, copy in any form, and edit Licensed Master in synchronization or time-relation with audiovisual.
- (c) The right to publicly perform (i.e. live event), use as background music (including use in traditional and digital jukeboxes), foreground music, and broadcast (i.e. over cable,

satellite, terrestrial, digital, and including webcasts, terrestrial radio, digital radio, digital streaming) Licensed Master. For clarity, in the event that Licensed Master needs to be performed in a public venue or medium that has no performance license granted from a performance rights organization (i.e. ASCAP, BMI, SESAC) or similar organization (i.e. SoundExchange), this agreement will serve as license clearance for performance use of Licensed Master and requires no additional compensation to Licensor.

- (d) The right to copy, modify tempo, sample, modify arrangement, perform publicly or privately, modify length, modify pitch, or modify a portion or entirety of Licensed Master(s) to create derivative work(s). This right also includes the right to transmit and broadcast Licensed Master on any television network rather terrestrial or digital and stream on any platform (i.e. YouTube, vimeo), and exhibit the Licensed Master embodied in the audiovisual in all media by any means and methods, including but not limited to non-theatrical, home video, theatrical, internet/web streaming, video on demand, video download, mobile devices, and pay or free television distribution.
- (e) The right to use the names and likeness of Performer(s), Artist(s), or Producer(s) in connection with the advertising, publicizing or sale of audiovisual, provided that Licensee shall be bound by any restrictions imposed by Licensor with respect thereto of which Licensee shall have been informed by Licensor in writing at the time of signing this Agreement.
- (f) Licensor shall notify Licensee in writing at the time of executing this Agreement, the owners of the Sound Recording, Compositions, and any Publishing Company or Publisher owning any right to the Composition(s).
- (g) Any rights not specifically granted and set forth in this License are hereby reserved by the Licensor.

**6. LICENSED TERM:**

Licensee shall have the non-exclusive Rights Granted in perpetuity.

**7. CREDIT:**

When and where possible, on any published or released works that contain Licensed Masters, Licensee shall use best efforts to credit in writing and verbally the Musical Composition names (i.e. Song), all the Sound Recording Performers/Artists, Composition Publisher Full Names, Sound Recording Copyright Owners Full Names (i.e. Label), and Producers accurately listed on schedule "A" ("Licensed Masters(s)"), using everyone's professionally known as names, and in the following format (blank lines are placeholders for actual text):

Song: \_\_\_\_\_  
Artist: \_\_\_\_\_  
Published by: \_\_\_\_\_  
Produced by: \_\_\_\_\_  
Label: \_\_\_\_\_

8. **COMPENSATION:**

- (a) Any payments received in conjunction with this license are non-refundable.

9. **ROYALTIES:**

- (a) Licensor does not give up any rights to any performance royalties from any performance rights organizations. Licensor will receive 100% of any applicable performance royalties generated from usage of synchronized Licensed Master with audiovisual. In the event that Licensed Master is used in any transaction that will or may trigger a royalty being due from SoundExchange, Licensee acknowledges and agrees to contact Licensor right away (within 7 days) to notify Licensor as Licensor will have rights and need to make claims to SoundExchange for royalties specific to what Licensor owns which are mentioned in Owner's split ownership share listed on SCHEDULE "A".
- (b) Licensee agrees to provide notice of Licensor's split ownership shares where applicable in accordance with and listed on SCHEDULE "A" for Licensed masters synchronized with audiovisual works to any Performance Rights Organization(s) or similar organizations to report and account to Owner any performance related royalties generated from any applicable transactions. Where applicable licensee agrees to account for, and report to Licensee's affiliated Performance Rights Organization for any performances of Licensed Master with proper documented cue sheets including song title, network, program, program title, episode number, production company, duration of sync use details, and date of transaction, and airdate. Licensor agrees in good faith to use best efforts to provide notice to Licensee in the event that any affiliation with any Performance Rights Organization(s) licensor is affiliated with changes in this agreement.
- (c) No per unit sale of audiovisual royalties or any other royalties will be due to Licensor, except those mentioned herein the terms of this agreement.
- (d) Under this agreement no "points" will be paid to Licensor, except those mentioned herein the terms of this agreement. Points and royalties are both used to describe the specifics surrounding a payment, but points usually are outside the scope of royalties and actually describe any additional payments due that come from the direct sale of the Licensed Master in its original form or from the sales of a derivative work and are usually paid as a percentage of the retail price.

10. **RIGHTS RETAINED BY OWNER:**

Owner will retain all rights in and to the Licensed Masters except any mentioned in the specific terms and conditions granted in this Agreement. To clarify the Owner remains the sole owner and holder of all rights and interest in Licensed Masters. This agreement does not prevent the Licensed Master's Owner from using the master recordings for his/her own purposes. Owner specifically does not rescind any rights whatsoever to use Licensed Masters. The Owner is not giving up any reserved rights and is still able to grant any further licenses to any other party. For example, Owner has the right to lease to another

party, sale to another party, market, produce, utilize, and incorporate into other works, or use in any form or fashion whatsoever the Licensed Masters.

**11. OWNERSHIP:**

Owner will retain all rights in and to the Licensed Masters except any mentioned in the specific terms and conditions granted in this agreement. To clarify the Owner remains the sole owner and holder of all rights and interest in Licensed Masters. Licensor has the full right to transfer all and any copyright ownership in Licensed Masters to any other party and in the event of such a transfer all rights granted herein will be transferred intact to new Copyright Owner and Licensor agrees in good faith and with best effort to send notice to Licensee by any contact method Licensee has listed herein of any transfer of ownership rights and any information on where to send any accounting, reporting, payment, or any other documentation.

**12. RESTRICTIONS:** This license does not include any right or authority

- (a) to make any other use of the Licensed Master not set forth herein.
- (b) to use said Licensed Master(s) standalone or apart from audiovisual. For clarity, licensee is not granted the right to manufacture, promote, market, distribute, and sell "Records" which are defined as phonograph records, (including but not limited to downloads or digital phonorecord delivery or permanent digital download, interactive and non-interactive streaming, ringtones) and any future new or other media format that becomes available, and tapes, vinyl records and compact discs, containing the performance embodied in the Licensed Master.
- (c) to upload, copy, or share Licensed Masters or derivatives on any illegal platforms, especially any computer networks or computer-related platforms that promote and permit piracy.
- (d) to register Licensed Masters or any derivative works containing Licensed Masters with any content ID (Identification) system. Content ID (YouTube uses this) is a term used to describe the technology that pairs your music with a digital ID or digital fingerprint so it can be identified and possibly monetized. Content ID systems can have different names, so Licensee will need to exercise full due diligence and fully read and understand any agreement to know if a Content ID type system will be applied to the Licensed Masters or its derivative works before entering into any agreements or transactions with any third parties. For example, at this time CD baby (a digital aggregator and music store) has the option to opt-in to obtain a Content ID for music distributed via them. With that said in order to not violate the terms of this agreement, the solution would be for Licensee to not opt-in for that service. The reason this agreement imposes a restriction on pairing your work with a Content ID is due to the fact that this is a lease agreement so other parties could be possibly using a Content ID at the same time, which may cause conflict when publishing any works containing Licensed Masters or its derivative works, which could result in takedown notices that require time and effort to investigate and resolve. If Licensee wishes to be granted the right to register Licensed Masters or any derivative works

containing Licensed Masters with any content ID (Identification) system, then Licensee will need to obtain an exclusive license from Licensor or have copyright ownership transferred.

**13. WARRANTIES:**

- (a) Licensor warrants they are the sole one hundred percent (100%) owners and controllers of the Licensed Master's Sound Recording and musical composition and Licensor is not restricted or prohibited from granting the license herein this agreement and hereby have the one hundred percent (100%) right to grant the terms of this Agreement. Owner(s) warrants it has been granted the rights in writing from all producers, side producers, musicians, side musicians, artists, and side artists for the intellectual property rights associated with the Licensed Masters. Owner warrants that the license granted herein this agreement for Licensed Master(s) will not result in any copyright infringement or common law copyright violations. Licensee agrees and acknowledges that no Warranties mentioned herein apply to any elements added (i.e. lyrics, instruments, sounds, video, audiovisual works) to Licensed Master(s) by Licensee, and Licensee indemnifies Owner for any liability for any such elements added and holds Owner non-responsible for any claims, damages, costs, or anything else that could cause harm to Owner and this applies to any derivative works created by Licensee. Owner also warrants that Owner is not subject to any Union or collective bargaining agreements that could conflict with this agreement or violate the rights of any third party.
- (b) Licensor makes no guarantees or promises to engage in any further transactions with Licensee for any further services (i.e. further creative services like remixing, recording, or arranging "Licensed Master(s)"). To clarify, the transaction for which this agreement covers is a one-time transaction and any deliverables to Licensee are "as-is", with no warranties of any kind. Owner will work in good faith with Licensee upon this one-time transaction to resolve any issues if they arise with the delivery of any mentioned deliverables herein this agreement.
- (c) The Licensee's ownership in any works, shall not include ownership in the Licensed Master's portion of work, which is solely owned by Owner. Any other parts of the works, outside of Licensed Masters portion, shall be entirely the property of Licensee, free of any claims whatsoever by Owner. Owner warrants it is the sole owner of the Licensed Masters and has been granted all rights associated with the recording of the Composition embodied on the Licensed Masters and Sound Recording of the Licensed Masters and hereby have the right to grant the terms of this Agreement. The songs and performances embodied in the Recordings, and any use thereof by Licensee or its grantees, licensees, or assignees, will not violate or infringe upon the rights of any third party. Owner warrants all proper licenses have been secured for the right to perform and record all or any part of the performances or recordings embodied on the Licensed Master for the use of a Musical Composition or Sound Recording appearing in the Licensed Master from a "sample", an "interpolation" or a "replay".

- 14. ASSIGNMENT:** Licensee shall have the right to Assign this Agreement without the express written consent of Owner. This is in order to secure any third-party agreement that shall arise that requires use of the Licensed master and/or derivative works (i.e signing a distribution



agreement). Licensee will notify Owner in the event of any assignment in writing within 45 days of any assignment.

15. **INDEMNIFICATION:** All parties indemnify and hold harmless the other party, its officers, agents, employees, licensees, attorneys and assignees, from and against any and all claims, losses, damages, suits, demands, liabilities, recoveries, judgements, costs and expenses including but not limited to attorney's fees, in whole or in part, arising out of any breach by the other party of any representation, warranty, term or agreement made or to be performed by this Agreement, unless stated anywhere differently herein this agreement.
16. **BREACH:** If either party is in breach of the terms and conditions set herein this agreement or violates any rights, the non-breaching party shall give written notice to the alleged breaching party, and the alleged breaching party shall have thirty (30) days after written notice to remediate the breach before it is deemed significant. Licensee agrees and acknowledges that at the sole discretion of Owner, Owner reserves the right to revoke this agreement at any time, if any breach is not cured within the period aforementioned and will send notice to Licensee in writing by mail or email, or any other means of contact mentioned herein that will reach Licensee in writing. Licensee agrees and acknowledges that Licensor reserves the right to revoke this agreement if Licensee fails to account to, report to, and/or send any royalty due to owner in line with any royalty payment scheduled given herein this agreement. When and if licensor revokes this agreement, any use of any works by Licensee which contain the Licensed Master(s) for which payment has not been made will be considered copyright infringement and if Licensor revokes this agreement Licensee agrees and acknowledges that no further use or clearance has been granted to Licensee to use the Licensed Master(s).
17. **GOVERNING LAW:**
  - (a) This Agreement has been entered into in the state of Georgia.
  - (b) Any and all actions under the law shall be instituted in a court of competent jurisdiction in the State of Georgia and shall be deemed construed according to the laws of the State of Georgia.
18. **MISCELLANEOUS PROVISIONS:**
  - (a) This Agreement shall endure in perpetuity for the territory of the entire world.
  - (b) Licensee is under no obligation to make any use of Licensed Masters.
  - (c) This agreement does not create any partnership, joint-venture, agency, or any other form of joint enterprise between Licensee and Licensor.
  - (d) All sound recording and musical composition names (including Licensed Masters) and audiovisual works are subject to change, and all parties agree to notify each other of any name changes.
  - (e) In the event any soundtrack is created that contains Licensed Masters Licensor will need to be contacted and another separate agreement will need to be negotiated to cover such a transaction before release to the public or any commercial use thereof.

- (f) This agreement grants the Licensee the right to grant sublicenses to any party it chooses for any rights that Licensee has been granted under this agreement, as long as in accordance with the rights that have been granted in this agreement. For clarity, under this agreement the Licensee is restricted from and cannot sublicense Licensed Master(s) in its original form to any third party, meaning Licensee is only able to sublicense the right to use Licensed Master(s) after it has already been synchronized or combined in time-relation with the audio and/or visual component of the Audiovisual work mentioned herein, and for further clarity this means Licensee can only sublicense the Licensed Master(s) as long as Licensed Master(s) is integrated with the Audiovisual work and being sublicensed as a whole and not apart from the Audiovisual work. Licensee understands that if a sublicense of licensee's rights is granted to a third party the Licensor is in no way responsible for, accountable for, nor liable for any issues nor disputes arising from any sublicenses that Licensee granted to any third parties nor any related transactions. Licensee agrees and acknowledges that any future changes or amendments to this agreement will carry over to any sublicenses granted by Licensee and will keep this in mind if deciding to grant any sublicenses. If Licensee has any questions or concerns, Licensee agrees to contact Licensor prior to engaging in any transactions like granting any sublicenses. Any and all sublicenses granted by Licensee to any other parties shall be subject to, and consistent with, the terms and conditions of this Agreement. Licensee agrees and acknowledges that if for any reason this contract is terminated that Licensee and any sublicensees must comply and immediately cease access to and take down any Licensed Masters that are available to the general public from anywhere including digital and physical distribution channels, marketing channels, promotional channels, and any other channels alike. For clarity Licensee will be responsible for the compliance of its sublicensees with the terms and conditions of this Agreement.
- (g) This agreement shall endure after the death of either Licensor or Licensee in the event Licensor or Licensee dies before any termination date mentioned herein this agreement is reached and for clarity purposes this agreement will still terminate upon any mentioned termination date mentioned herein and in accordance with the terms and conditions granted in this Agreement. In the event of death, any rights granted under this agreement to either party will be passed to the designated party's successor via his/her will, and in the case of no will or written documentation of how property is to be distributed, the rights would need to be handled by the laws of the state in which party resides in.
- (h) Owner agrees to negotiate in good faith issuing any further such licenses or written agreements to effectuate this Agreement if either is further required by Licensee or by Licensees assignors or sublicensees. All parties agree to discuss and negotiate any situation or circumstance not covered in this agreement that shall arise. In the event that any party has any disputes or is unable to resolve by direct negotiations then the party with the dispute (i.e. plaintiff) agrees to settle the dispute by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All parties agree to settle any and all disputes with arbitration administered by the American Arbitration Association prior to litigation to resolve the dispute and agrees that any and all expenses resulting from engaging the American Arbitration Association for their services shall be paid by the party that initiates the dispute. Arbitration is to be conducted in all respects in accordance with the rules and regulations of said

Association. The arbitrator(s) shall be an Entertainment subject matter expert. The place of arbitration shall be Atlanta, Georgia, but, if attendance at location is not feasible all parties agree to use online dispute resolution (meaning parties can meet online through instant messaging, email, videoconferencing, or a combination of these methods) as a means to resolve any disputes remotely. The arbitration shall be governed by the laws of the State of Georgia. Time is of the essence for any arbitration under this agreement and arbitration hearings shall take place within 90 days of filing and awards rendered within 120 days. Arbitrator(s) shall agree to these limits prior to accepting appointment. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrators, all of their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.

- (i) This agreement is intended to be a final expression of the terms and conditions acknowledged, understood, and agreed upon by signed parties. Any modifications, amendments, or alterations of this agreement in whole or in part must be executed in writing and signed by all parties and any new agreements must be executed in writing and signed by all parties.
- (j) If any provision herein this agreement is held to be unlawful, void, invalid, unenforceable, or inoperative, said provision shall not affect any other provision hereof, and the remainder of this agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein. All signed parties shall in best effort and in good faith negotiate to replace any unlawful, invalid or unenforceable provisions with valid provisions such that the economic effect of such provisions come as close as possible to those of the unlawful, invalid, or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- (k) Licensor and Licensee agree in good faith to use best efforts to provide notice to one another in the event that any of the contact information listed herein this agreement changes (i.e. relocation, number changes, email changes, website changes).
- (l) Licensee agrees that in the event Licensee is unable to reach Owner by contact methods listed herein this agreement that Licensee is required to send any notices to Owner by traditional mail (i.e. U.S. Post office or courier service) to the address(s) listed herein this agreement. Any and all notices, including payments, reports, accounting, and the like sent to Owner by Licensee will not be deemed as actually given to Licensee until licensee confirms any and all notices were in fact received, and any receipt of delivery by Owner will be communicated to Licensee using any one of the contact methods listed for Licensee herein this agreement.
- (m) This Agreement may be executed in multiple counterparts. If so executed, all of such counterparts shall constitute but one agreement, and, in proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart. **To facilitate execution of this Agreement, the parties may execute and exchange by electronic mail PDF copies of counterparts of the signature pages. A true, correct, and legible version of this Agreement that contains scanned, faxed, photocopied, or electronic signatures shall be deemed as binding and enforceable as the original version.** Regardless of the foregoing, in the event you do not sign this Agreement,

your acknowledgement that you have reviewed the terms and conditions of this Agreement and/or your use of the Owner/Licensor's service and/or your transaction/payment of the License Fee shall serve as your signature and acceptance of the terms and conditions of this Agreement. For clarity, any transaction that has a \$0.00 fee or is offered as a free service or product by Owner/Licensor serves as your signature and acceptance of the terms and conditions of this Agreement as well.

- (n) Licensee acknowledges and agrees that Licensee has read and understood this agreement and had the recommended option and opportunity before signing to obtain advice from an independent attorney or have an independent attorney review this agreement on Licensee's behalf. In the event licensee decides not to obtain legal advice or have this agreement reviewed by an independent attorney before signing, Licensee agrees to not use this decision as an excuse as a basis to avoid any obligations under this agreement, or to invalidate this agreement or to render this agreement or any part thereof unenforceable.
- (o) **This Agreement is not valid and vested until: (1) it has been signed by the Licensor and the Licensee. By Licensee engaging in a transaction and/or making any payment of the License Fee to Licensor and Licensee's electronic acceptance of Owner/Licensor's terms and conditions at the time Licensee performed the transaction and/or made the payment, Licensee shall be deemed to have signed, affirmed and endorsed its acceptance of the terms of this Agreement.**

This Agreement shall be effective as of the defined “date of agreement” set forth herein. All parties have the authority or have been granted the authority to bind this agreement. By purchasing and/or checking out and/or making the transaction using Owner’s/Licensor’s services you have acknowledged and agreed to the terms of this agreement and understand this is binding and holds true and is admissible by law to the equivalent of this agreement being signed electronically, digitally, or hand written.

**Owner Signature (Licensor):** Brian G. Williams, CEO of SKYBELLIS LLC

Owner/Licensor (Professional known as): SKYBELLIS

By: (Printed Full Name) Brian Gilbert Williams

(Printed Title) CEO of SKYBELLIS LLC

Contact info (Phone/email/Address/Website):

Phone: 762-499-3658

Email: skybellisbeats@gmail.com

Address: Contact us via our website

Website: www.skybellis.com

*Owner Copyright Registration # and Year registered (if registered and known):*

Registration #: Contact us via our website if needed

Year Registered: Contact us via our website if needed

**Licensee Signature:** By checking out, making a transaction using Owner/Licensor’s service, or purchasing you have agreed and signed this agreement, see terms in agreement and/or from service provider for more info.

Licensee (Professional known as): By checking out, making a transaction using Owner/Licensor’s service, or purchasing you have agreed and signed this agreement, see terms in agreement and/or from service provider for more info.

By: (Printed Full Name) By checking out, making a transaction using Owner/Licensor’s service, or purchasing you have agreed and signed this agreement, see terms in agreement and/or from service provider for more info.

(Printed Title) By checking out, making a transaction using Owner/Licensor’s service, or purchasing you have agreed and signed this agreement, see terms in agreement and/or from service provider for more info.

Contact info (Phone/Email/Address/Website):

Phone: By checking out, making a transaction using Owner/Licensor’s service, or purchasing you have agreed and signed this agreement, see terms in agreement and/or from service provider for more info.

Email: By checking out, making a transaction using Owner/Licensor’s service, or purchasing you have agreed and signed this agreement, see terms in agreement and/or from service provider for more info.

Address: By checking out, making a transaction using Owner/Licensor’s service, or purchasing you have agreed and signed this agreement, see terms in agreement and/or from service provider for more info.

Website: By checking out, making a transaction using Owner/Licensor’s service, or purchasing you have agreed and signed this agreement, see terms in agreement and/or from service provider for more info.

**SCHEDULE "A"**

**LICENSED MASTER(S)**

**Musical Composition (name):**

SKY-MOTOR-CLUB-1000

**Composition Publisher(s) Full Name(s):**

SKYBELLIS LLC

**Composition Copyright owner(s) Full Name(s):**

SKYBELLIS LLC

**Composition Writer(s) Full Name(s):**

Brian Gilbert Williams (professionally known as: SKYBELLIS)

**Composition ISWC info (if applicable):**

T9103780387

**Composition Producer(s) Full Name(s):**

Brian Gilbert Williams (professionally known as: SKYBELLIS)

**Sound Recording (name):**

SKY-MOTOR-CLUB-1000

**Sound Recording Copyright Owner(s) Full Name(s):**

SKYBELLIS LLC

**Sound Recording ISRC info (if applicable):**

ushm21316603

**Sound Recording Performer(s)/Artist(s) Full Name(s):**

Brian Gilbert Williams (professionally known as: SKYBELLIS)

**Sound Recording Producer(s) Full Name(s):**

Brian Gilbert Williams (professionally known as: SKYBELLIS)

**SCHEDULE "A" (Continued)**

Below illustrates the details of who owns the musical composition component of the Licensed Master(s) in detail:

WRITER'S SHARE & INFORMATION	PUBLISHER'S SHARE & INFORMATION
<p>Producer's Full Name: <u>Brian Gilbert Williams</u></p> <p>Producer's Writer Share (composer) %: <u>100</u></p> <p>Contact Info. (include address, email, and phone):</p> <p>Address: <u>Contact us at www.skybellis.com</u></p> <p>Email: <u>skybellisbeats@gmail.com</u></p> <p>Phone: <u>762-499-3658</u></p> <p>PRO (Circle or Underline): <u>ASCAP</u> BMI SESAC</p> <p>IPI/CAE NAME and #: <u>466887590</u></p> <p>Signature: <u>Brian G. Williams, CEO of SKYBELLIS LLC</u></p>	<p>Publisher's Full Name &amp; Administrator: <u>SKYBELLIS LLC</u></p> <p>Publisher's Share %: <u>100</u></p> <p>Contact Information (include address, email, and phone)</p> <p>Address: <u>Contact us at www.skybellis.com</u></p> <p>Email: <u>skybellisbeats@gmail.com</u></p> <p>Phone: <u>762-499-3658</u></p> <p>PRO (Circle or Underline): <u>ASCAP</u> BMI SESAC</p> <p>IPI/CAE NAME and #: <u>369970303</u></p> <p>Signature: <u>Brian G. Williams, CEO of SKYBELLIS LLC</u></p>
<p>Writer #1's Full Name: <u>Not Applicable</u></p> <p>Writer #1's Writer Share (lyrics) %: <u>Not Applicable</u></p> <p>Contact Info. (include address, email, phone) <u>Not Applicable</u></p> <p>Address: <u>Not Applicable</u></p> <p>Email: <u>Not Applicable</u></p> <p>Phone: <u>Not Applicable</u></p> <p>PRO (Circle or Underline): ASCAP BMI SESAC</p> <p>IPI/CAE NAME and #: <u>Not Applicable</u></p> <p>Signature: <u>Not Applicable</u></p>	<p>Publisher's Full Name &amp; Administrator: <u>Not Applicable</u></p> <p>Publisher's Share %: <u>Not Applicable</u></p> <p>Contact Information (include address, email, and phone) <u>Not Applicable</u></p> <p>Address: <u>Not Applicable</u></p> <p>Email: <u>Not Applicable</u></p> <p>Phone: <u>Not Applicable</u></p> <p>PRO (Circle or Underline): ASCAP BMI SESAC</p> <p>IPI/CAE NAME and #: <u>Not Applicable</u></p> <p>Signature: <u>Not Applicable</u></p>