STANDARD LICENSE TERMS AND CONDITIONS

1. **STANDARD TERMS AND CONDITIONS:** This Rights Clearance License Agreement, inclusive of the invoice ("Invoice"), constitute a binding agreement ("Agreement") between you ("Licensee", "you" or "your") and GreenLight, LLC (d/b/a GreenLight Clearances, LLC in New York, Washington, and California), a Nevada limited liability company ("GreenLight").

2. **LICENSE:** On behalf of the third-party owner(s) of a sound recording and the respective musical composition (the "Copyright Owner(s)"), GreenLight grants you the right to synchronize the Song (as defined in the Invoice) in your production solely for the use, territory, and term specified in the Invoice. The license granted hereunder is non-exclusive and non-transferable, and conditioned upon Licensee's (a) timely payment of all licensing fees ("Fees"), and (b) compliance with all terms and conditions of this Agreement.

3. **RESERVATION OF RIGHTS**. This Agreement does not authorize or permit any use of the Song not expressly set forth in this Agreement (inclusive of the Invoice) and specifically the terms of this Agreement are limited to the use of the Song only as originally approved and does not include the following rights: to alter the fundamental character of the music or the lyrics of the Song; to parody the music or the lyrics of the Song and/or to make foreign adaptations and/or translations of the music and/or lyrics of the Song; to use the story of the Song or dramatically depict the Song; to use the Song in any manner not specifically enumerated herein or with respect to which no grant of rights is specified, or to alter, edit or remix the Song. Songs licensed under the Get It Now section may not be used for any end uses associated with the military, political issues/candidates, tobacco or pornography without prior approval. Licensee may not use the title of the Song or the name of the artist and/or songwriter(s) except for the purposes of any required credit. Except for the limited license granted herein, you shall not acquire any rights whatsoever (including, but not limited to, copyright, trademark, rights of publicity), ownership, or equivalent rights in or to the Song as a result of any license granted by GreenLight. In no event shall the Song be featured separately from the approved use, or be offered or provided in or as a non-linear, separate, downloadable, or alterable file. No right of public performance is granted under this Agreement and you shall be responsible for seeking all necessary public performance licenses and paying for all applicable public performance fees.

4. **PAYMENT/INTEREST/CANCELLATION/TAXES:** Payment is due upon acceptance of the Agreement. If you cancel the license, you agree to pay the full Fee, regardless of whether the Song is used. All cancellations are final. The total license fee listed on the Invoice excludes any sales, use, value added tax, goods and services tax, or other ad valorem taxes (e.g. VAT, GST) (collectively "Applicable Sales Tax") that GreenLight may be required to charge, account for, report or remit to any tax authority. Licensee is responsible for the payment of all Applicable Sales Tax, when applicable, associated with the licensing of the Song. Licensee shall be entitled to deduct any required foreign withholding taxes assessed by the country where the Licensee is resident on the remittance of the licensing fee. Licensee agrees to deduct such withholding tax at the lower of the foreign country's statutory rate or the rate set forth in any treaty between the United States and such foreign country, provided GreenLight is qualified to claim benefit of this treaty rate. Licensee agrees to provide GreenLight reasonable assistance in the providing of any forms or filing of any claim of treaty benefits with the foreign country tax office and/or securing a refund of any withholding tax in excess of the treaty rate. Licensee further agrees that within thirty (30) days after the date of any payment of such foreign withholding tax, Licensee shall furnish to GreenLight the original or a certified copy of a receipt evidencing payment thereof in a form acceptable to the government of the foreign country or other relevant local tax authority certifying the fact that such tax has been duly paid so that GreenLight can secure the necessary tax credits in the United States. If such receipt is not submitted to GreenLight, Licensee shall owe GreenLight the amount of the tax previously withheld, which shall be immediately due.

5. **PROTECTION OF LICENSED RIGHTS**: If use of the Song is permitted on the Internet, or any other online or interactive media, or distributed media, you shall distribute the Song only as streaming media (i.e. not downloadable) and at a minimum shall use industry standard efforts to protect the Song to ensure that it cannot be copied and/or downloaded. Further, all such uses are subject to the website(s) having a valid U.S. performing rights license and subject to fees rules and regulations of the foreign performing rights societies.

6. **THIRD PARTY OBLIGATIONS:** Licensee understands and agrees that in connection with Licensee's use of the Song, Licensee shall, at its sole cost and expense, obtain all required authorizations, consents and clearances and pay all sums (including, without limitation, any pension and health payments) required by Copyright Owner(s) or any union or guild collective bargaining agreement. The parties hereto acknowledge that as of the date hereof, all amounts payable, if any, to any unions or guilds or to any performers or third parties pursuant to agreements with the unions or guilds as a result of all uses authorized by this license may not have been determined. Licensee agrees that the Copyright Owner(s) shall be solely responsible for the negotiation of any and all agreements with such labor unions and guilds to

determine the amount of any such payments. Licensee agrees to reimburse Greenlight or the Copyright Owner(s) (as the case may be) promptly upon being billed therefor for all such payments due.

7. **GUILDS AND PERFORMING RIGHTS SOCIETIES:** (A) No right of public performance is granted under this Agreement either within the United States or internationally, such right being licensed by American Society of Composers, Authors and Publishers/Broadcast Music, Inc. ("ASCAP/BMI") or such other performing rights society. (B) In furtherance of and without limiting the foregoing, Licensee understands and agrees that if the Song was produced pursuant to, or is subject to, the AFTRA National Code of Fair Practice for Sound Recordings, Licensee shall be obligated to cause any artists and performers embodied in the Song to receive not less than the compensation and other economic benefits having a substantially equivalent economic cost to the Licensee as those which would be payable to such artists and performers if the Licensee were a signatory to the collective bargaining agreement applicable in the relevant medium for such use. Licensee hereby agrees, that in consideration for the use of the Song, and for the express benefit of AFTRA and its members affected thereby, to make such payments as may be required found in the National Code of Fair Practice for Sound Recordings. (C) Assumption Agreement Covering the Transfer of Rights of Product Covered by the AFM Sound Recording Labor Agreement. (i) General. Licensee hereby agrees with Copyright Owner(s) that said Song(s) licensed hereunder may contain music performed or conducted by musicians covered under one or more Sound Recording Labor Agreements (previously titled the Phonograph Record Labor Agreement). (ii) Obligations of the Licensee Under this Agreement. Licensee hereby assumes all of the Copyright Owner's obligations, if any, under the Sound Recording Labor Agreement with respect to the said Song(s), as follows: (a) With respect to the use of said Song(s) for any purpose set forth in the Sound Recording Labor Agreement, the Licensee will comply, if applicable, with all of the payment, reporting and audit requirements, of the applicable Sound Recording Labor Agreement, the Sound Recording Special Payments Fund Agreement and Sound Recording Trust Agreement (previously titled, respectively, the Phonograph Record Manufacturers' Special Payments Fund Agreement and the Phonograph Record Trust Agreement). (b) Limitation of Licensee's Liability. The Licensee's obligations with respect to the Song(s) set forth in paragraph 7(C)(ii) are limited to those obligations set forth in paragraph 7(C)(ii) and in no event shall the Licensee be deemed, solely as a result of having executed this assumption agreement, to have any other obligation under any Federation agreement or to be a signatory to any Federation agreement. In addition, the Licensee's obligations with respect to the Song(s) are limited to those rights actually acquired by the Licensee and only for the period under the Agreement for which it holds such rights.

8. **REPRESENTATIONS AND WARRANTIES:** GreenLight represents and warrants that it has obtained from the Copyright Owners of the Song, the right to use the Song as specified in the Invoice, and that such use of the Song shall not infringe upon any third party's copyright in the Song.

9. **INDEMNIFICATION:** GreenLight shall defend, indemnify and hold harmless you, and your officers, employees, successors and permitted assigns, from and against any and all liability, damages and loss, costs and expenses (including without limitation attorneys' fees and costs), arising from or related to claims by third parties that your use of the Songs as authorized in this Agreement actually breaches GreenLight's representations and warranties made herein with respect to the Songs. Licensee shall defend, indemnify and hold harmless GreenLight, the Copyright Owner(s), their affiliates and their respective officers, agents, employees, successors and assigns, from and against any and all liability, damages and loss, costs and expenses (including without limitation attorneys' fees and costs), arising from or related to (a) your actual breach of this Agreement or (b) your unauthorized use of the Song.

10. **DISCLAIMER OF WARRANTY:** EXCEPT AS SPECIFIED HEREIN, GREENLIGHT MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SONG, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR THAT ANY SUPPLIED MEDIA IS ERROR-FREE.

11. **LIMITATION OF LIABILITY:** EXCEPT FOR ANY LIABILITY WHICH CANNOT BY LAW BE EXCLUDED OR LIMITED, NEITHER GREENLIGHT NOR ANY THIRD PARTY COPYRIGHT OWNER AND/OR ADMINISTRATOR SHALL BE LIABLE TO YOU FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR RELATING TO THE USE OF THE SONG, WHETHER FRAMED AS A BREACH OF WARRANTY, IN TORT, IN CONTRACT, OR OTHERWISE. IN NO EVENT SHALL GREENLIGHT'S, OR ANY THIRD PARTY COPYRIGHT OWNER'S AND/OR ADMINISTRATOR'S LIABILITY FOR ANY CLAIM ARISING FROM THE USE OF THE SONG EXCEED THE FEES STATED IN THE INVOICE, REGARDLESS OF THE NUMBER OR TYPE OF CLAIMS.

12. **MISCELLANEOUS:** This Agreement contains the entire agreement between the parties and supersedes all prior understandings and/or agreements, whether written or oral. No part of this Agreement may be waived, changed, or modified except by a writing signed, by all parties; no purchase order or similar document issued by you shall modify this Agreement even if signed by GreenLight. No waiver or inaction by GreenLight shall be deemed a waiver of any

other provision or GreenLight's rights hereunder. Licensee shall be and remain an independent contractor of GreenLight and this Agreement does not constitute a partnership or joint venture between GreenLight and Licensee. Paragraph headings are for the convenience of the parties and shall not be deemed to limit or affect any of the provisions of this Agreement. This Agreement shall inure to the benefit of and be binding on the parties, their successors and assigns, except that you may not assign or transfer this Agreement without GreenLight's prior written consent. Any claim, controversy or dispute arising under or related to this Agreement, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties will be governed by the laws of New York without regard to choice of law rules. All disputes shall be heard in state or federal courts located in the borough of Manhattan, New York, New York.