

## Subscription Master Use, Synchronization and Performance License

This agreement (the "**Agreement**") is entered into the **14th** day of **December, 2023**, is effective on the Effective Date described in paragraph 1(b) of this Agreement, and is between **SOUND MINDS** (the "**Producer**") and **Soundscape Media Inc.** (the "**Licensor**").

In this Agreement, the term "**Recordings**" means those master recordings available for download from the Licensor's online search engine, accessible at <https://www.soundscape.io> (the "**Site**"), of the musical compositions (the "**Compositions**") embodying the performances of certain performers contracted by Licensor (the "**Performers**") and written by certain composers contracted by the Licensor (the "**Composers**").

1. (a) In consideration of the full payment by Producer of the relevant license fee, more particularly defined in paragraph 3 below, and subject entirely to Producer's ongoing strict compliance with the terms hereof, Licensor hereby grants to Producer the non-exclusive right and license to fix and record all or part of the Recordings and Compositions and the performances embodied in the Recordings in synchronism or timed relation only with the production currently titled **MUSIC & VISUALS - Live 24/7** created by Producer (the "**Production**"), and to reproduce, publicly perform, use and exploit the Productions as follows:

- (i) in the territory of **Worldwide** (the "**Territory**"); and
- (ii) in the following media **ALL ONLINE MEDIA** ;
- (iii) Producer may download and use an unlimited amount of Recordings/Compositions from our website during the Subscription Period for use only in Productions Producer completes within the Subscription Period;
- (iv) downloaded Recordings/Compositions may be synchronized only with Production titles entered for each download batch, and a unique license will be generated for each production title;

for an automatically renewing subscription term of **monthly** (the "**Subscription Period**"), commencing on the Effective Date set out in paragraph (b) below.

(b) The Subscription Period and the Usage Term (defined below) shall become effective only once the Producer has paid its first subscription fee amount (the "**Effective Date**"), and both are subject to the expiration and termination provisions set out below. This license applies only to the Productions Producer completes within the Subscription Period.

(c) Once a Recording/Composition is incorporated into an applicable Production, the Licensor hereby licenses the Producer, non-exclusively, in the Territory and for a term of **Perpetuity** (the "**Usage Term**") from the date of download of the Recording/Composition to make copies of such Recording/Composition as embodied in the Production, in the form of prints of the Production and to exhibit, distribute, use and otherwise exploit the Production as permitted hereunder in all languages (the "**Usage License**"). Once the Producer cancels its subscription pursuant to Section 10 below, the Producer may not re-use any downloaded Recordings/Compositions for other productions of any nature whatsoever except the Productions to which the Usage Term applies, nor shall it authorize any third party to do so.

(d) The Usage License includes the right to promote the Production, including by way of trailers, but only in-context, as recorded in the Production, i.e., synchronized with the same visual images as the Recording/Composition is synchronized in the Production.

(e) On each occasion in which the Producer downloads one or more Recordings from the Site (the "Download Batch"), a new license will be generated by the Site (the "Project License"). The Project License will list each of the Recordings downloaded in the Download Batch and the title of the associated Production. By downloading music from the Site, the Producer agrees to be bound by the Project License generated by the Site for each Download Batch of Recordings downloaded.

2. Without limiting any other provisions in this Agreement, Licensor may discontinue licensing any item of content at any time in its sole discretion. Upon notice from Licensor, or upon Producer's knowledge, that any content may be subject to a claim of infringement of a third party's right for which Licensor may be liable, Licensor may require Producer to immediately, and at Producer's own expense: cease using the content, delete or destroy any copies; and ensure that any clients, and/or

distributors do likewise. Licensor will provide replacement content free of charge, subject to the other terms of this Agreement. In addition, if any content licensed under this Agreement is subject to a UGC platform claim (including, but not limited to a YouTube Content ID claim), Producer shall be responsible for disputing the claim directly with the UGC platform (including, but not limited to YouTube) by providing the required information in order to release the claim, which may include, without limitation, a copy of this Agreement. If a UGC platform claim cannot be released, Licensor will provide replacement content to Producer free of charge, subject to the other terms of this Agreement.

3. Subject entirely to Producer's full ongoing compliance with the terms of this Agreement, Licensor hereby waives, on behalf of the Performers and Composers, all moral rights in the Recordings and Compositions.

4. The subscription fee payable by Producer in consideration of Licensor's grant of all the rights hereunder is **\$14.00 per month**. The Producer may cancel its subscription on the Site at any time before the expiration of the then-current Subscription Period and the Subscription will be cancelled effective immediately. No refunds of any pro-rated amounts paid for such Subscription Period shall be provided. All rights granted hereunder, subject only to any ongoing Usage License, terminate immediately upon cancellation of the Subscription by Producer subject to ongoing Usage Licenses entered into during the Subscription Period

5. Producer is not permitted to store Recordings downloaded from the Site for more than 60 days on any computer media or digital storage devices unless the Recordings are associated and have been licensed for use in a Production being edited or archived. (As Recordings are often added and removed from the Site, once Recordings are removed from the Site, these Recordings are no longer permitted for use in any new projects/Productions after the date of the removal of the Recording from the Site. Therefore, subscribed users must download Recordings for current projects/Productions only, and must not store Recordings for future use. A license will be automatically generated at the time of each download, and each license will be associated with the project/Production stated by Producer before downloading.

6. Producer shall provide Licensor with and shall properly file with all public performance societies (as may be relevant) cue sheets (relevant information is contained in the chart after the signature lines below) for all Recordings/Compositions in all Productions as soon as the same are complete, each of which shall include all relevant information concerning the use of the Recording/Composition in such Production as is standard in the North American film, television and broadcast industry, including at a minimum the length of the portion used, the start and end times of the use within the Production, background/foreground.

7. Licensor represents, warrants and covenants that, to the best of Licensor's knowledge, information and belief:

(a) The Performers and Composers are the sole owners of all rights and copyright in and to the Recordings and Compositions and Licensor is fully entitled to grant to Producer the rights set out in this Agreement; and

(b) Neither the Recordings/Compositions nor the exploitation of any of the rights set out in this Agreement will infringe upon copyright, moral rights or any other right of any person; and

(c) Composers, Performers and Licensor are and will remain members of SOCAN/BMI/ASCAP or any other performing rights and/or neighboring rights society, as may be relevant.

8. Licensor shall indemnify Producer against all claims, damages and costs (including reasonable, documented outside legal fees) incurred by the Producer and arising directly from a breach of any of the above representations, warranties and covenants, to the extent finally awarded by a court of competent jurisdiction.

9. Producer shall indemnify Licensor against all claims, damages and costs (including reasonable, documented outside legal fees) arising from the Productions, distribution or exploitation of the Productions or any breach of Producer's obligations under this Agreement, to the extent finally awarded by a court of competent jurisdiction.

10. For any Recording/Composition incorporated into a Production, where credit is generally provided for comparable uses of recordings, the Producer shall accord Licensor, Performers and Composers a credit in a placement in the Production on a most-favoured-nations basis with comparable licensors. Such credit shall be in the following form: "[Track title] by [Artist], ©

[Composer(s)] licensed by www.Soundscape.io" Licensor shall be entitled to use an image or clip not exceeding 20 seconds of the Production that contains the Recording for its own credit/promotional purposes on the Site.

11. Subscriptions shall automatically renew for the same Subscription Period originally purchased unless cancelled from within the client login area by the end of the then-current Subscription Period. Subscription cancellations will terminate automatic renewals. All licensed rights will terminate immediately upon cancellation of the Subscription by Producer subject only to ongoing Usage Licenses entered into during the Subscription Period. Licensor retains the right to cancel a subscription and any Usage License at any time if the Producer is in default of this Agreement and has not cured such default within thirty (30) days of the date Licensor provides written notice to Producer of such default. All rights, including the Usage License, shall terminate immediately on the expiration of such cure period, and Licensor reserves all rights and remedies, including equitable remedies such as injunctive relief.

12. Producer may license or assign this Agreement or any rights set out in this Agreement to any other person without the consent of Licensor. This Agreement shall enure to and be binding upon the successors, licensees and assigns of the parties.

13. Licensor's liability to Producer shall, in all circumstances, be limited to direct damages only and shall not, in the aggregate, exceed the fee paid to Licensor under this Agreement. In no event will Licensor be liable, whether in contract, tort, equity or any other legal theory (including fundamental breach and failure of essential purpose) for any lost revenue, lost profit, loss of anticipated savings or other indirect, consequential, incidental or punitive damages, however caused, arising out of related to this Agreement, even if Licensor has been advised of the possibility of such damages.

14. This Agreement contains the entire agreement of the parties and supersedes all prior representations, negotiations and agreements and may not be amended except by a written document signed by both parties. This Agreement is made under and subject to the laws of the Province of Ontario, and the federal laws of Canada applicable therein, and the parties attorn to the jurisdiction of the courts of Ontario, without regard to conflict principles.

EXECUTED with effect as of: December 14th, 2023

**SOUND MINDS**

**Soundscape Media Inc.**

By: **SOUND MINDS**

(Agreed to at soundscape.io on December 14th, 2023, 5:17 am)

By:



authorized signing officer

Francis Coral-Mellon

**PRO Cue Sheet Information**

<b>Recording/Composition Title</b>	<b>Composers/Performers (PRO)</b>	<b>Publisher (PRO)</b>
SSM burberry	GBALLET KOUADIO (BMI)	Soundscape Media (SOCAN)
SSM Broken Glass - 1:54	Ilya Zhornik (-)	Soundscape Media (SOCAN)
SSM Got The Get Up (Main)	Ilya Zhornik (-)	Soundscape Media (SOCAN)
SSM I Can Feel It	Ilya Zhornik (-)	Soundscape Media (SOCAN)



SSM Are You Ready To Fight	Ilya Zhornik (-)	Soundscape Media (SOCAN)
SSM Like A Pro	Ilya Zhornik (-)	Soundscape Media (SOCAN)
SSM You Made It	Ilya Zhornik (-)	Soundscape Media (SOCAN)
SSM crank it	Graeme Cornies (SOCAN) (25%)/Brian Pickett (SOCAN) (25%)/James Chapple (SOCAN) (25%)/Dave Kelly (SOCAN) (25%)	Soundscape Audioworks (SOCAN)/Soundscape Audioworks (SOCAN)/Soundscape Audioworks (SOCAN)/Soundscape Media (SOCAN)
SSM American Rock	Eduard Bykovets (-) (100%)	Soundscape Media (SOCAN)
SSM Massive Dark Rock	Eduard Bykovets (-) (100%)	Soundscape Media (SOCAN)
SSM Slow Blues Rock	Eduard Bykovets (-) (100%)	Soundscape Media (SOCAN)
SSM Upbeat Rock	Eduard Bykovets (-) (100%)	Soundscape Media (SOCAN)
SSM Born for This	Volodymyr Golovach	Soundscape Media (SOCAN)
SSM Action Rock	Eduard Bykovets (-) (100%)	Soundscape Media (SOCAN)
SSM Alpha Man	Eduard Bykovets (-) (100%)	Soundscape Media (SOCAN)
SSM Majestic West	Eduard Bykovets (-) (100%)	Soundscape Media (SOCAN)
SSM Bring It on Home	Eduard Bykovets (-) (100%)	Soundscape Media (SOCAN)
SSM Only Good Stuff (Main)	Ilya Zhornik (-)	Soundscape Media (SOCAN)
SSM Badass Hero	Roger Guerrero (BMI)	Soundscape Media (SOCAN)
SSM Clash Of Giants	Andy Ellison (BMI) (100%)	Soundscape Media (SOCAN)
SSM New News	Mariusz Kowalec (0%)/ Daniel Strongin (50%)/ Helen Hagos (50%)	Soundscape Media (SOCAN)/ Soundscape Media (SOCAN)/ Soundscape Media (SOCAN)
SSM ice	Oscar Lo Brutto (PRS) (100%)	Soundscape Media (SOCAN)
SSM Lunar	Rodrigo Alfonso Perogil (NO) (100%)	Soundscape Media (SOCAN)
SSM Techno Savage	Vlad Zhuravlev (BMI) (100%)	Soundscape Media (SOCAN)
SSM wake	Jason David Greenberg (SOCAN) (100%)	Soundscape Audioworks (SOCAN)
SSM Break Me Down	Rodrigo Alfonso Perogil (NO) (100%)	Soundscape Media (SOCAN)



SSM Iron Monsters	Tomasz Chrostowski (ZAIKS) (100%)	Soundscape Media (SOCAN)
SSM sweet lovin chile	Paul Robert Cufflin (PRS) (100%)	Soundscape Media (SOCAN)
SSM stomping ground	Matthew Tanner Rusin (ASCAP) (100%)	Soundscape Audioworks (SOCAN)
SSM Win Big-No Vocals 01	Briand Melanson (SOCAN)	Soundscape Audioworks (SOCAN)
SSM coyote	Matthew Tanner Rusin (ASCAP) (100%)	Soundscape Audioworks (SOCAN)
SSM Heartbeat 03	Daniel Thornton (PRS)	Soundscape Media (SOCAN)
SSM Either Way	Joseph McDougall (BMI) (100%)	Soundscape Media (SOCAN)
SSM Trinity	Jason David Greenberg (SOCAN) (100%)	Soundscape Audioworks (SOCAN)
SSM quistgard	Tyler Parker (SOCAN ) (100%)	Soundscape Media (SOCAN)
SSM Gimme Your Best Shot!	Ilya Zhornik (-)	Soundscape Media (SOCAN)
SSM Southern Rock	Eduard Bykovets (-)	Soundscape Media (SOCAN)
SSM Stomp	Evgeny Kiselevich (PRS)	Soundscape Media (SOCAN)
SSM Inhale / Exhale (oohs)	Cary Hittle (BMI)	Soundscape Media (SOCAN)
SSM Power And Fire (Main)	Ilya Zhornik (-)	Soundscape Media (SOCAN)
SSM Big Data Future	Piotr Pacyna (PRS) (100%)	Soundscape Media (SOCAN)
SSM Micro Movement	Paul Werner (BMI)	Soundscape Media (SOCAN)
SSM Abstract Tech	Eduard Bykovets (-) (100%)	Soundscape Media (SOCAN)
SSM Tundra 01	Yummy Sounds (BMI) / Tomas Novoa (BMI) (85%)	Soundscape Media (SOCAN) / Soundscape Media (SOCAN)
SSM Sophisticated Future	Roger Guerrero (BMI)	Soundscape Media (SOCAN)
SSM Shoe Booster	Diego Martinez (BMI)	Soundscape Media (SOCAN)
SSM I Know	Simon Steffen Dietzel (BMI ) (100%)	Soundscape Media (SOCAN)
SSM Lies 04	Simon Steffen Dietzel (BMI ) (100%)	Soundscape Media (SOCAN)

# SoundScape Media

SSM Toxic 02	Mariusz Andrzej Kowalec (0%) / Rafał Hnidziuk (50%) / Łukasz Hnidziuk (50%)	SoundScape Media (SOCAN) / SoundScape Media (SOCAN) / SoundScape Media (SOCAN)
SSM Blade Master	Vlad Zhuravlev (BMI) (100%)	SoundScape Media (SOCAN)

