

Subscription Master Use, Synchronization and Performance License

This agreement (the "**Agreement**") is entered into the **9th** day of **July, 2022**, 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 **Some of the BEST TEAMS & individuals in the WORLD ! #STRIKERZONE (COW2) - WORLD RANKINGS #GAMING ?** 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 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 **\$19.00 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: July 9th, 2022

SOUND MINDS

Soundscape Media Inc.

By: **SOUND MINDS**

(Agreed to at soundscape.io on July 9th, 2022, 10:43 am)

authorized signing officer

By:



authorized signing officer

PRO Cue Sheet Information

Recording/Composition Title	Composers/Performers (PRO)	Publisher (PRO)
SSM Will We Ever (Instrumental Mix) 02	Mariusz Kowalec (0%)/ Krzysztof Junak (100%)	Soundscape Media (SOCAN)/ Soundscape Media (SOCAN)
SSM Messy Love	Marius Serdan (BMI)	Soundscape Media (SOCAN)
SSM longer way to run	Christopher Gorman Galyon (ASCAP) (100%)	Soundscape Audioworks (SOCAN)



SSM Radio Peligro	Derek Comley (BMI) (100%)	Soundscape Media (SOCAN)
SSM Mob Barley	Otar Taktakishvili	Soundscape Media (SOCAN)
SSM Reggae Brothers of Old	Bobby Cole (BMI)	Soundscape Media (SOCAN)
SSM The Mystery of Reggae	Bobby Cole (BMI)	Soundscape Media (SOCAN)
SSM Happy Reggae Campers	Bobby Cole (BMI)	Soundscape Media (SOCAN)
SSM Atoms (Instrumental Mix) 02	Mariusz Kowalec (0%)/ Krzysztof Junak (100%)	Soundscape Media (SOCAN)/ Soundscape Media (SOCAN)
SSM thoughts	Drazen Koros (PRS) (33.34%)/Jonathan Stapleton (33.33%)/Paul Blackstock (33.33%)	Soundscape Media (SOCAN)/Soundscape Media (SOCAN)/Soundscape Media (SOCAN)
SSM Deep Dive (No Trumpet)	Diego Martinez (BMI) (100%)	Soundscape Media (SOCAN)
SSM heavier (inst)	Christopher Gorman Galyon (ASCAP) (100%)	Soundscape Audioworks (SOCAN)
SSM extratron	Simone Bresciani (SIAE) (100%)	Soundscape Media (SOCAN)
SSM Slow It Down (inst)	Celeste Lear (bmi) (100%)	Soundscape Media (SOCAN)
SSM let it go (inst)	James L. Dennis (ASCAP) (100%)	Soundscape Audioworks (SOCAN)
SSM dub for grandad	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 classic dub	Michael Pagulatos (PRS) (100%)	Soundscape Media (SOCAN)
SSM limbo calypso	Colin Willsher (PRS) (100%)	Soundscape Media (SOCAN)
SSM get some reggae sauce	Bobby Cole (PRS) (100%)	Soundscape Media (SOCAN)
SSM blues from new street	Michael Nickolas (ASCAP) (100%)	Soundscape Audioworks (SOCAN)
SSM in the bay	Simon Seven (100%)	Soundscape Media (SOCAN)
SSM Unshackled Traveler NoLead	Alexandre Mastronardi (SOCAN)	Soundscape Audioworks (SOCAN)
SSM faith healer (inst)	Paul Cufflin (PRS) (50%)/Edward Grey (PRS) (50%)	Soundscape Media (SOCAN)/Soundscape Media (SOCAN)
SSM Atchafalaya Blood Trail	Harriet Wilcox (BMI)	Soundscape Media (SOCAN)



SSM blues shuffle	Bobby Cole (PRS) (100%)	Soundscape Media (SOCAN)
SSM hell and high water	Rodney Lawson (BMI) (33.34%)/John Mattick (BMI) (33.33%)/Larry Hanson (BMI) (33.33%)	Soundscape Media (SOCAN)/Soundscape Media (SOCAN)/Soundscape Media (SOCAN)
SSM roadkill	Steven Gendron (SOCAN) (100%)	Soundscape Audioworks (SOCAN)
SSM Bubble Ting	Tel Ray (SOCAN)	Soundscape Audioworks (SOCAN)
SSM dirty blues rock 2	Bobby Cole (PRS) (100%)	Soundscape Media (SOCAN)
SSM Love Me all the Time (inst)	Mike Goudreau (SOCAN) (100%)	Soundscape Audioworks (SOCAN)
SSM acoustic bluz	Dan Pasternak (BMI) (50%)/James Zeigler (BMI) (50%)	Soundscape Media (SOCAN)/Soundscape Media (SOCAN)
SSM afterparty	Justin Crosby (ASCAP) (100%)	Soundscape Audioworks (SOCAN)
SSM Tequila Sunrise (Instrumental Mix)	Mariusz Andrzej Kowalec (50%) / Taylor Scherer (50%)	Soundscape Media (SOCAN) / Soundscape Media (SOCAN)
SSM cobra (inst)	David Engle (SOCAN) (33.34%)/Yasi Amiri (SOCAN) (33.33%)/Derek Davy (SOCAN) (33.33%)	Soundscape Audioworks (SOCAN)/Soundscape Audioworks (SOCAN)/Soundscape Audioworks (SOCAN)
SSM Breakup	Ian Harold	Soundscape Media (SOCAN)
SSM Standing Again	Diego Martinez (BMI)	Soundscape Media (SOCAN)
SSM arab noize	Eric De La Torre (ASCAP) (100%)	Soundscape Audioworks (SOCAN)
SSM so persistent (inst)	John Eric Dillon (ASCAP) (100%)	Soundscape Audioworks (SOCAN)
SSM Soaring Through Space	Dean Palya (BMI) (50%)/ Wiryapa Chansuwong (50%)	Soundscape Media (SOCAN)/ Soundscape Media (SOCAN)
SSM a little peace 02	Jonathan C. King (ASCAP) (100%)	Soundscape Audioworks (SOCAN)
SSM waiting for the rush	Nicholas Monson (BMI) (50%)/Dino Zisis (ASCAP) (50%)	Soundscape Media (SOCAN)/Soundscape Audioworks (SOCAN)
SSM club scene 1	Celeste Lear (bmi) (100%)	Soundscape Media (SOCAN)
SSM Leisure	Ralph Blanco (BMI)	Soundscape Media (SOCAN)
SSM do do do do do	Lawrence G. Young Jr. (ASCAP) (100%)	Soundscape Audioworks (SOCAN)



SSM Hip Hop Trap	Yuriy/ Biaspalau	Soundscape Media (SOCAN)
SSM In The Dark 02	GBALLET KOUADIO (BMI)	Soundscape Media (SOCAN)
SSM Bump Up (Main)	Diego Martinez (BMI) (100%)	Soundscape Media (SOCAN)
SSM Lifting Momentum (Main)	Diego Martinez (BMI)	Soundscape Media (SOCAN)
SSM Test it - Underscore	Simone Bresciani (STIM)	Soundscape Media (SOCAN)
SSM Origins	Guily Alexis (SACEM)	Soundscape Media (SOCAN)
SSM Bittersweet Creek (inst)	Arnold David Colvin (BMI) / Debra Ann Colvin (BMI) (50%)	Soundscape Media (SOCAN) / Soundscape Media (SOCAN)
SSM Holograms 01	Tel Ray (SOCAN)	Soundscape Audioworks (SOCAN)
SSM midnight in the city	Justin Crosby (ASCAP) (100%)	Soundscape Audioworks (SOCAN)
SSM New News	Mariusz Kowalec (0%)/ Daniel Strongin (50%)/ Helen Hagos (50%)	Soundscape Media (SOCAN)/ Soundscape Media (SOCAN)/ Soundscape Media (SOCAN)
SSM Intro 01	Alessio Giacon (SOUNDREEF LTD)	Soundscape Media (SOCAN)
SSM Deep Dive (Main)	Diego Martinez (BMI) (100%)	Soundscape Media (SOCAN)
SSM Sandbar (No Vox9	Diego Martinez (BMI)	Soundscape Media (SOCAN)
SSM Myna Metamorphose (ft Coma)	Jonathan Rist (100%)	Soundscape Media (SOCAN)
SSM Top Tours	Ihor Vitsinsky (BMI) (100%)	Soundscape Media (SOCAN)
SSM Deep Dive (Bed)	Diego Martinez (BMI) (100%)	Soundscape Media (SOCAN)
SSM The Warmest Color	ERIK VARGAS (BMI) (100%)	Soundscape Media (SOCAN)
SSM Fearless (No Melody)	Diego Martinez (BMI)	Soundscape Media (SOCAN)
SSM Freedom (Dub Mix)	Mariusz / Kowalec	Soundscape Media (SOCAN)
SSM Closer	Diego Martinez (BMI)	Soundscape Media (SOCAN)
SSM You Make Me Happy	Ian Harold	Soundscape Media (SOCAN)
SSM Bidaya (inst)	Sergiu Cociorva (PRS UK)	Soundscape Media (SOCAN)
SSM Clicked (No Vox)	Diego Martinez (BMI)	Soundscape Media (SOCAN)

The logo for Soundscape Media features a stylized soundwave icon above the text. The word "Soundscape" is in a grey sans-serif font, and "Media" is in a red sans-serif font.

SSM Friday Feels	Dean Palya (BMI) (50%)/ Wiriyapa Chansuwong (50%)	Soundscape Media (SOCAN)/ Soundscape Media (SOCAN)
SSM I DONT THINK THEY KNOW	Augustine Sumo (BMI)	Soundscape Media (SOCAN)
SSM beautiful mind	Christian Heyne (100%)	Soundscape Media (SOCAN)

