

Subscription Music License Agreement (Blanket Sync Subscription)

Licensor/Platform: [Your Company / Platform Name], a [State/Country] entity with principal address at [Address] ("Licensor," "we," "us," or "our").

Subscriber: The person or entity clicking Subscribe ("Subscriber," "you," or "your").

By clicking "Subscribe," you acknowledge that you have read, understood, and agree to be bound by this Subscription Music License Agreement (the "Agreement").

1) Definitions

- **Content:** The sound recordings, musical compositions, stems, playlists, and related audio made available to you under your active subscription.
- **Project:** A piece of media you create (e.g., video, film, podcast, advertisement, game, social post, live stream, website, app, internal corporate video, etc.) that incorporates the Content in synchronized, timed relation.
- **Subscription:** Your paid, ongoing access to the Platform during the subscription term.
- **Subscription Playlists:** The subset of Content designated as available under your active subscription tier (and marked as such on the Platform). It excludes any premium, à la carte, or separately licensed music not included in the subscription.

2) Grant of License — Blanket Sync (Subscription)

While your Subscription is active and subject to your compliance with this Agreement, Licensor grants you a non-exclusive, non-transferable, worldwide, royalty-free blanket license to synchronize and use the Subscription Playlists only (i.e., the Content included in those playlists) in an unlimited number of Projects in any media and territory, without per-use fees. This grant covers synchronization and master-use rights only and does not grant or waive public-performance rights (see Section 8). No ownership is transferred.

We grant this license on behalf of ourselves and all composers/rights holders who contributed to the Content. You may: - Download and synchronize the Content in the Subscription Playlists into your Projects; and - Publicly perform, display, distribute, and monetize those Projects in any media and territory, subject to Section 8 and the restrictions below.

3) Prohibited Uses (No Resale or Standalone Distribution)

You may not: 1. Sell, resell, share, give away, or distribute the Content as standalone audio (e.g., as tracks, stems, sample packs, playlists, or "music-only" files), whether free or paid. 2. Claim ownership of the Content; register it with Content ID or fingerprinting systems; or assert third-party rights that conflict with Licensor's. 3. Use the Content to train AI models or create derivative music datasets, except as embedded within your synchronized Projects. 4. Sublicense the Content except as embedded within your

finished Project (i.e., your clients may exploit your finished Project, but may not extract or reuse the Content on its own).

Selling or re-uploading the tracks/playlists themselves (outside of synchronized Projects) is illegal and strictly prohibited.

4) Access by Subscription Only (No Per-Use License Required While Subscribed)

Tracks and playlists are accessible only while you maintain an active Subscription. We waive any per-use licensing requirement for Projects created during your active Subscription—no additional one-off clearances are required from us while subscribed.

5) Ownership

We and/or our composers and contributors retain all right, title, and interest in and to the Content. No ownership is transferred to you under this Agreement.

6) Term & Termination

- Term: This Agreement begins when you click Subscribe and continues while your Subscription remains active.
- Termination by You: You may terminate at any time by unsubscribing.
- Termination by Us: We may suspend or terminate for your material breach (including prohibited uses).
- Effect of Unsubscribe:
 - You will lose access to download Content and to any subscriber-only playlists/areas.
 - You may not start any new Projects using the Content after your Subscription ends.
 - Projects created while your Subscription was active remain licensed in perpetuity as-is (i.e., you may continue to exploit those finished Projects, but you may not create new edits or new uses of the Content after termination).

7) Credit (Optional)

Credit is appreciated where customary: "Music courtesy of [Your Company/Platform]." If a specific track credit is required, we will indicate it on the track page.

8) Public Performance & PROs

This Agreement licenses synchronization use of the Content. It does not grant or waive public-performance rights. Any public-performance royalties, if applicable, are typically the responsibility of the broadcaster/platform/venue under their blanket licenses with performing rights organizations (e.g., ASCAP, BMI, SESAC, GMR) and do not create additional fees owed to Licensor. If you control the place or service where the music is publicly performed (e.g., your own website/app or physical venue), you are responsible for obtaining any required public-performance license(s).

9) Representations & Warranties; Disclaimers

We represent that we have the authority to grant the rights here on behalf of all composers/rights holders for the Content. EXCEPT AS EXPRESSLY STATED, THE CONTENT AND PLATFORM ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ERROR-FREE OPERATION).

10) Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. OUR TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT YOU PAID TO US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

11) Indemnity

You agree to indemnify and hold us harmless from claims arising out of your unlawful or prohibited use of the Content, or breach of this Agreement.

12) Miscellaneous

Governing Law: [Nashville TN].

Assignment: You may not assign this Agreement without our prior written consent. Entire Agreement: This is the entire agreement regarding the license and supersedes prior understandings. Amendments: We may update these terms with notice; continued use keeps the license current. Severability: If any provision is unenforceable, the remainder remains in effect.

Checkout Notice (paste near your Subscribe button)

By clicking Subscribe, you agree to the Subscription Music License Agreement and our Terms & Privacy. While subscribed, you receive a catalog-wide blanket sync license to the Subscription Playlists only to use that music royalty-free in media of any kind. Resale or standalone distribution is prohibited. Unsubscribing ends access and stops new licenses; Projects made while subscribed remain licensed in perpetuity as-is.