

TO

André Baechler  
rte de la Glâne 143b  
Villars-sur-Glâne, 1752  
Switzerland

FROM

PremiumBeat.com  
4398 St. Laurent Boulevard, Suite 103  
Montreal, Quebec, H2W 1Z5  
Canada  
VAT Registration No: EU82152485

MASTER AND COMPOSITION LICENSED ("RECORDING"):

TYPE(S) OF USE

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Some Distant Lights by Big Score Audio

Standard License

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## Licensing Terms

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## Definitions

**Production:** A media project to which a Recording is synchronized.

**Recording:** A certain piece of recorded music available for license from PremiumBeat (including the musical composition embodied therein).

**Advertising:** A Production of not more than three-minutes in duration, that conveys an openly-sponsored, non-personal message to promote or sell a product and/or service.

**Entertainment Project:** A Production that is not Advertising and intended for entertainment purposes.

**DVD:** any tangible device, now or hereafter devised, including without limitation, DVDs and Blu-ray discs, on which is recorded a Production and which can be accessed through a DVD or Blu-ray player or other hardware capable of playing such tangible device.

**Personal Use:** in respect of a Production distributed via a Video Sharing Platform, a Production in respect of which not more than USD\$4,999 has been spent (in aggregate) promoting, advertising, and/or marketing such Project.

**PRO-free Music:** those Recordings tagged as “PRO-free”.

**Websites:** all online use (accessed via a web-browser, and not, for clarity, via an application), excluding Social Media Platforms (and similar or analogous platforms not expressly referenced herein) and Video Sharing Platforms (and similar or analogous platforms not expressly referenced herein).

**Social Media Platforms:** Instagram, Facebook, Twitter, Twitch, TikTok, and such additional platforms as PremiumBeat shall determine in its sole and absolute discretion.

**Television:** linear television programming distributed via broadcast, satellite, so-called “IPTV”, and/or cable television, but specifically excludes OTT video services (e.g. Netflix, Hulu, Amazon, Disney+, Apple+, and similar or analogous services).

**Video Sharing Platform:** YouTube (www.youtube.com), Vimeo (www.vimeo.com), and such additional web-based video-sharing platforms as PremiumBeat shall determine in its sole and absolute discretion.

**Pilot:** a Production, not to exceed 44 minutes in duration, which constitutes an initial episode of a potential series.

**Public Broadcaster:** a broadcast television undertaking funded predominantly by government and/or viewer support, on a not-for-profit basis, including without limitation, PBS in the United States.

**Podcast Distribution Platform:** any online portal through which podcasts may be accessed, streamed, and/or downloaded.

**Student Project:** means, in respect of any Production, or other permitted use herein (other than Advertising), one that is non-commercial, and undertaken by a student as part of a course of study with an accredited educational institution.

**Theatrical Use:** exhibition in commercial cinemas.

## PremiumBeat Non-Exclusive Licenses

By purchasing a PremiumBeat license, PremiumBeat grants you the limited, non-exclusive, non-transferable, worldwide (except where expressly limited to a single “Territory”) right and license, in perpetuity to modify (subject to related restrictions) and use a Recording in accordance with the terms and conditions of the Agreement, and the Standard or Premium License, as applicable. In consideration of the license you purchase, you hereby agree to pay PremiumBeat a certain license fee according to our website rates.

Previews of Recordings are available for download on the PremiumBeat website, are for internal testing and client approval purposes only and cannot be used for any other purpose whatsoever including, but not limited to, any unlicensed use in commercial materials, advertisements, digital media or video synchronization.

Please find the details for each license below, followed by specifics pertaining to all license types:

## Creator License

A "Creator Music License" grants you the following usage rights and entitlements:

- (i) In Productions distributed on Social Media Platforms, including up to 1 Monetized Channel;
- (ii) In Productions distributed via Websites;
- (iii) In podcast Productions;
- (iv) In Productions undertaken by a student solely in connection with educational endeavors and not for any commercial distribution.

Creator Music License Client Restriction: You may not create any Production on behalf of a client using Music licensed under a Creator Music License. Creator Music Licenses are for your own personal use, or that of your direct employer.

## Standard License

A "Standard Music License" grants you the following usage rights and entitlements (which are in addition to those rights available under a Creator License):

- (i) In Productions distributed on Social Media Platforms including up to 5 Monetized Accounts;
- (ii) In Advertising with distribution limited to Websites and Social Media Platforms.

Standard and Premium Music License Client Distribution: Both the Standard and Premium Music Licenses permit the creation of Productions on behalf of your client, or the client of your direct employer.

## Additional Terms For All License Types

A Recording licensed hereunder is for your own personal or single-seat organizational usage only. You may use the Recording for your personal Productions and/or professional Productions you undertake for your clients or for your employer.

Except for "PRO-free" Music, this license does not include public performance rights. For Recordings not designated "PRO-free", in order to properly report music used in TV and radio productions, cue sheets must be filed with the networks, stations and appropriate PROs, and a copy must be e-mailed to [cuesheets@shutterstock.com](mailto:cuesheets@shutterstock.com). PremiumBeat will provide all cue sheet information upon request. Notwithstanding the foregoing or anything to the contrary herein, and in respect of the PRO-free Music, you acknowledge and agree that nothing herein shall preclude PremiumBeat from making a claim for a share of any so-called "black box" funds or any funds paid, or payable, by any collection society or otherwise by way of general distribution on a country by country basis. In addition, in the event that any PRO-free Music is publicly performed (or made available for performance) by any entity engaged in the exhibition or other transmission of programming (each a "**Downstream Distributor**"), and such exhibition gives rise to the payment by such Downstream Distributor of fees or royalties to a performing rights organization in any jurisdiction, nothing herein shall preclude PremiumBeat from making a claim for a share of such monies, it being acknowledged that where a Downstream Distributor is not licensed for the performance of Recordings through licenses with performing rights organizations, then the use of the PRO-free Music as incorporated into a Production distributed, exhibited, and/or transmitted by such Downstream Distributor shall be deemed to be directly licensed and there shall be no obligation (created herein) upon such Downstream Distributor to obtain any license from any performing rights organization in respect of such use.

With any of our licenses you may distribute a Production on, or via, a Video Sharing Platform, but PremiumBeat retains ownership of the Recording incorporated into such Project. You may not claim ownership of the Recording (or otherwise make it available) through any content detection and/or registration system (such as YouTube's Content ID), even as synchronized with your Production.

## Limitations of Use

You may not:

- ✓ sell, transfer, sublicense, share, give away or otherwise assign the Recordings or your rights granted hereunder to any other party.
- ✓ resell the Recording by itself or as part of a package except solely as embodied within your Production.
- ✓ resell the Recording (or otherwise make it available) in any manner that would enable a third party to download the Recording as a separate file, such as in e-card templates or website templates.
- ✓ resell the Recording (or otherwise make it available) as part of any competing product such as music compilation or music library.
- ✓ sell the Recording (or otherwise make it available) as, or as part of, your music or as your song, even if it has been transformed or edited, or if you add other instruments or vocals to the music.
- ✓ claim to be the creator or copyright holder of the Recording or of any derivative work created from the Recording.

## Ownership

You hereby acknowledge that PremiumBeat is and remains the owner of all right, title and interest in the Recording, including without limitation any copyrights therein. The Recording is protected by and subject to Canadian and international copyright laws. This license is non-exclusive and PremiumBeat retains the right to sell licenses of the Recording to third parties at its sole discretion.

## Limitation of Liability

PremiumBeat makes no warranty or representation, express or implied, except that it warrants that it has the right to grant the license granted hereunder. The total liability of PremiumBeat under this Agreement arising from your use of any Recording shall be limited to the license fee paid by you for such Recording. You hereby agree that this license is granted to you without any other warranty or recourse.

## Availability

PremiumBeat makes all possible efforts to make sure that all the Recordings that comprise its online library are available at all times. However, PremiumBeat makes no representations or warranties that all Recordings will be available at all times. PremiumBeat may discontinue licensing certain Recordings at its sole discretion. In the event that PremiumBeat gets a notice or otherwise concludes that any Recording may be subject to a claim of infringement of another's right for which PremiumBeat may be liable, PremiumBeat may require you to immediately stop using the Recording, delete or remove the Recording from its premises, computer systems and storage (electronic or physical); and ensure that its clients do likewise. PremiumBeat shall provide you with comparable content (which comparability will be determined by PremiumBeat in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this Agreement.

## Taxes

The license fees charged by PremiumBeat do not include any taxes, duties or other government charges. PremiumBeat will charge you additionally for the amounts of any such taxes, duties or other charges which PremiumBeat is required to collect, including without limitation, sales and use taxes and value added taxes. By entering into this agreement, you verify that your country of residence is the same as your billing address.

## General Provisions

This Agreement shall be governed by and construed according to the laws of the Province of Quebec, Canada, and the Parties hereby acquiesce to the jurisdiction of the courts of the judicial district of Montreal. The parties hereto have expressly requested that this Agreement and all ancillary documents be drafted in the English language. Les parties aux présentes ont expressément exigé que cette convention et tous les documents accessoires soient rédigés en langue anglaise.

Nothing in the present Agreement shall be interpreted as constituting or creating a joint venture or partnership between the Parties. This Agreement shall be to the benefit of and bind the respective heirs, executors, administrators and assigns of the Parties hereto. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect.

This document acknowledges that the license has been paid for and issued.

**Last Revised: January 2022**