



SongTub

YOUR LICENSE NUMBER IS YOUR RECEIPT/CONFIRMATION NUMBER

This is an agreement between TUB MEDIA LLC, doing business as SongTub (“**SongTub**”) and you, or the employer on whose behalf you are entering this agreement (“**you**”). By using our website and/or purchasing a license from us, you agree to be bound by the following terms and conditions (the “**Agreement**”) as it pertains to the license you purchase.

*SongTub offers an **educational** and **professional** (SongTub PRO) music license*

1. Definitions

- Media: Content to which Music may be synchronized with.
- Music: A piece of recorded audio available for license from SongTub.

2. SongTub Non-Exclusive Licenses

- By purchasing a SongTub license, SongTub grants you the limited, non-exclusive, non-transferable, worldwide right and license, in continuance to modify (subject to usage limitations) and use our Music in accordance with the terms and conditions of the Agreement, as applicable. In accordance with the license you purchase, you agree to pay SongTub the specified license fee based on our current website rates.
- Previews of our Music are available for streaming on the SongTub website. They are for internal testing and client approval purposes only. Previews may not be downloaded, contact SongTub if download arrangements must be made.
- Please read through the license details and limitations below:

EDUCATIONAL MUSIC LICENSE

Our Educational Music License allows you to synchronize the Music with media for educational purposes only, including but not limited to:

- Class Projects
- Rehearsal or practice of video producing, editing, directing, etc.
- Portfolio pieces on private websites or video search engines (YouTube, Vimeo, etc.)
- Educators website, local television and social media platforms (non-advertising)
- Contest submissions

The educational license **does not** cover commercial usage (see SongTub PRO license below).

PROFESSIONAL MUSIC LICENSE (SongTub PRO)

Our SongTub PRO music license allows you to synchronize the Music with unlimited Media in the following ways.

- Media, including Commercially Distributed* Media, including but not limited to:
 - a) Background of Streaming Content (Netflix, Amazon Prime, Etc.)
 - b) Background of Televised Programming (Not intro/transition theme)
 - c) All digital advertising (Pre-roll, social, etc.)
 - d) Independent and Student films & trailers
 - e) Independent & DLC games (no physical distribution)
 - f) Corporate Videos & Internal Use
- Any Film, Game, Theatre, or Advertising Production including but not limited to:
 - a) Television (Broadcast, Cable, or “On-Demand”)
 - b) On the radio
 - c) Out of Home Advertising
 - d) In Theatres
- Any “Point of Sale” locations, including but not limited to:
 - a) Shopping Centers
 - b) Retail Displays
 - c) Showroom Videos
 - d) Trade Shows, Events, & Exhibitions
- All terms covered in the educational license

*Commercially Distributed Media is defined as the distribution via digital download or online stream of any Media if the Media is intended to generate revenue to you.

3. Important License Terms (Usage & PRO's)

The Music licensed is for your own personal or organizational usage only. You may use the Music for your personal Media and/or professional Media you undertake for your clients or for your employer. You may not share a Music license with another person or organization.

Please note that this license does not include public performance rights. In order to properly report music used in TV and radio productions, cue sheets must be filed with the networks, stations and appropriate Performing Rights Organizations*** (PROs), and a copy may be e-mailed to info@songtub.com. SongTub reserves the right request cue sheets from you. SongTub will provide all cue sheet information upon request.

With any of our licenses you may use SongTub Music with online video platforms systems, but SongTub retains ownership of the Music. You may not claim ownership of the Music (or otherwise make it available) through any content detection and/or registration system (such as YouTube's Content ID), even if synchronized with your own Media.

***Performing Rights Organization's collect performance royalties on behalf of artists and publishers. Popular PRO's in the United States include BMI, ASCAP, and SESAC.

4. Usage Limitations

You may not:

- Sell, transfer, sublicense, share, give away or assign the Music or your rights granted by the license purchased to any other individual or organization.
- Resell the Music by itself, except solely as embodied within your Media.
- Resell the Music (or allow access) in any manner that would enable a third party to download the Music as a separate file.
- Resell the Music (or allow access) as part of any competing music library product.
- Sell the Music (or allow access) as, or as part of, your music or as your song, even if it has been transformed, sampled, edited, or enhanced with other instruments or vocals.
- Claim to be the creator or copyright holder of the Music.

5. Ownership & Control

You hereby acknowledge that SongTub is and remains the owner of all right, title and interest in the Music, including without limitation of any copyrights therein. The Music is protected by and subject to United States and international copyright laws. This license is nonexclusive and SongTub retains the right to sell licenses of the Music to third parties at its sole discretion.

6. Availability

SongTub makes every effort to make sure that all Music on its online library is made available for licensing at all times. However, SongTub makes no warranty that all Music will be available at all times. SongTub may discontinue licensing certain Music at its sole discretion. In the event that SongTub gets a notice or otherwise concludes that any Music may be subject to a claim of infringement of another's right for which SongTub may be liable, SongTub may require you to immediately stop using the Music, delete or remove the Music from its premises, computer systems and storage; and ensure that its clients do likewise. In this event, SongTub shall provide you with comparable content free of charge, but subject to the terms of this Agreement.

7. Warranty & Liability

The total liability of SongTub under this Agreement arising from your use of any Music shall be limited to the license fee paid by you for such Music. You hereby agree that this license is granted to you without any other warranty or recourse.

8. Taxes

The license fees charged by SongTub do not include any taxes, duties or other government charges. SongTub will charge you additionally for the amounts of any such taxes, duties or other charges which SongTub 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.

LAST REVISED: August 2019



Brandon Bush
Co-Founder, COO



Steven Howsley
Co-Founder, CMO