

CLICKNCLEAR END USER LICENSE AGREEMENT (“EULA”)

Date of Last Revision: 24 March 2020



CLICKNCLEAR[®] OFFICIAL LICENSE AGREEMENT

GREAT TRACKS FOR YOUR SPORTS MIX DIRECT FROM THE MUSIC INDUSTRY

Scan QR Code to validate license:

IMPORTANT NOTICES:

1. PLEASE READ THESE TERMS CAREFULLY BEFORE DOWNLOADING ANY CONTENT. THESE TERMS SET OUT HOW THE CONTENT IS LICENSED TO THE PRODUCER AND TO THE PERFORMER(S) TO USE AND SETS OUT THE TERMS THAT APPLY TO THAT LICENSE. THESE TERMS FORM THE BASIS OF AGREEMENTS BETWEEN THE PRODUCER AND US, AND BETWEEN THE PERFORMER(S) AND US.
2. THE TERMS APPLY TO EACH TRACK LISTED IN THE LICENSE DETAILS SEVERALLY AND THE RESULTING AGREEMENT(S) WILL THEREFORE BE INTERPRETED AS A SERIES OF SEPARATE LEGALLY BINDING AGREEMENTS APPLYING TO EACH TRACK INDEPENDENTLY - THE TRACKS ARE LISTED TOGETHER ON THIS ONE DOCUMENT FOR CONVENIENCE ONLY.
3. THE INFORMATION YOU PROVIDE US FORMS AN INTEGRAL PART OF THE LICENSING PROCESS, INCLUDING CONTACT INFORMATION FOR RECEIVING YOUR LICENSES AND SERVICE OF NOTICES, SO PLEASE ENSURE IT IS ACCURATE AND CONTACT US VIA MUSIC@CLICKNCLEAR.COM TO CORRECT ANY INACCURATE INFORMATION – INACCURATE INFORMATION INVALIDATES YOUR LICENSE.

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Date of Last Revision: 24 March 2020



LICENSE DETAILS

Reference	(Reference number the website will generate on back end)
Date Licensed	(Date Licensed)
Artist Name – Track Name – License Fee for Work LIST	(Name of Artist - Name of Track – License Fee) LIST
Territory	(Territory Selected)
Production Term	(Term Selected)
Performer(s) Managing Person / Entity	(Managing person or entity name for the Performer(s))
Performer(s) Team / Stage Name	(Performer(s) or Performer(s) Brand Name)
Performer(s) / Team Email Address	(email address of performer(s) / team)
Name Of Producer	(Name of music producer/entity)
Producer Email Address	(email address of music producer)



CLICKNCLEAR END USER LICENSE AGREEMENT (“EULA”)

Date of Last Revision: 24 March 2020



Licensed Use and Permitted Purpose related to each Track

<p>Producer Licensed Use</p>	<p>(1) Use the Track for the making of a bespoke Mix for the purpose of accompanying a Routine, which may include the Recording (and thereby the underlying Composition): being edited/trimmed, tempo shifted, pitch shifted, having voice over and/or sound effects added (filters, noise, flanger, phaser, beats and pre-recorded sounds) being combined and mixed with other tracks</p> <p>subject to the Recordings (and thereby the underlying Compositions):</p> <p>i) not undergoing a material creative re-interpretation and/or the fundamental character of the music and/or lyrics of the Compositions not being altered, and;</p> <p>ii) not being used in the context of Prohibited Activities (as set out in the Definitions section).</p>
<p>Performer(s) Permitted Purpose</p>	<p>(1) Put the Track as all or part of the Mix to choreography as a Routine.</p> <p>(2) Use the Track as part of the Mix in the Territory:</p> <p>i) to accompany the performance of the Routine by Performer(s), and;</p> <p>ii) for training and preparation purposes with respect to the Routine by Performer(s) limited to a maximum of no more than 35 individuals who have each agreed to comply with these terms and conditions.</p> <p>(1) and (2) above are specifically subject to Recordings (and thereby the underlying Compositions) not being used in the context of Prohibited Activities (as set out in the Definitions section).</p> <p>(2) above is subject to any rights managed by any collecting society in the relevant territory (for example the venue where the Routine is performed needs a BMI or ASCAP license in the US, or a PPL PRS license in the UK, or equivalent in the applicable country). Licensee hereby agrees to report its music usage hereunder as required by collecting society licensees (e.g. venues).</p> <p>Please Note:</p> <p>The Track (both the Recording and the underlying Composition) is licensed for non-commercial use only in the Agreement. For clarity, this does <u>NOT</u> include soundtrack uses such as a DVD memento, livestream, video on demand archive or television broadcast. We are able to grant additional rights for commercial use in such cases to the person wishing to commercially exploit Video incorporating the Mix - please contact us directly about such uses through our Website.</p> <p>If the Performer(s) decides to make available on a non-commercial basis Videos of the performance of the Routine by Performer(s) incorporating the Track as part of the Mix on Facebook, YouTube or other social media channels controlled by them, such uses will be subject to the monetisation and/or takedown rules of such channels as operated by each Copyright owner of the Track (both the Recording and the underlying Composition) in their absolute sole discretion.</p>



CLICKNCLEAR END USER LICENSE AGREEMENT (“EULA”)

Date of Last Revision: 24 March 2020



Terms and Conditions

1. These Terms set out the terms and conditions that apply to the use by the Producer and the Performer(s), as end users, of the Works licensed from us. By submitting an order on the Website, the Ordering Party is submitting an offer to form an Agreement between the Ordering Party and us incorporating these Terms. We shall send a confirmation email to the Ordering Party and thereby separate legally binding Agreements shall be formed between (1) the Producer and us, and (2) the Performer(s) and us, each incorporating all of these Terms that apply to the Producer or the Performer(s) respectively. We shall send an email notification to the Confirming Party that the Ordering Party has placed the order, with details on how to access the Agreement. Both the Ordering Party and the Confirming Party must be Registered Users. Notwithstanding the coming into effect of any Agreement incorporating these Terms, the license to use such Works is subject to our receipt in full in cleared funds of the License Fee.
2. We hereby grant to the Producer a personal, non-exclusive, non-transferable, limited, right to use the Works during the Production Term for the Producer Licensed Use. We hereby grant to the Performer(s) a personal, non-exclusive, non-transferable, limited, right to use the Works as embodied in the Mix during the Production Term for the Performer(s) Permitted Purpose. The Recording(s), including the underlying Composition(s) may be used only for the Producer Licensed Use and the Performer(s) Permitted Purpose (and for no other purpose whatsoever), subject to, and in accordance with, the terms and conditions of the Agreement.
3. The Licensed Use of the Works is valid only for the Production Term (i.e. one year). Following the end of the Production Term, the Licensee shall permanently delete any and all copies of Tracks remaining in their possession.
4. The License Fee is calculated according to the information provided to us by the Ordering Party. The Licensee warrants that all information provided is accurate and not misleading to any material extent.
5. The Ordering Party must pay the License Fee (on their own behalf and on behalf of the Confirming Party) before the Producer can download the chosen Tracks. To pay, please follow the payment instructions on the Website. The Ordering Party promises that all payment information provided is accurate and that they are entitled to use the chosen payment method. If using a credit or debit card or PayPal, the Ordering Party confirms that they are authorised to use the credit or debit card or PayPal password and username. If the License Fee payment is subsequently declined or we do not receive payment for any reason, we may terminate an Agreement immediately and neither the Performer(s) nor the Producer may use the Works. If there are a number of invoices owed by the Licensee to us, we may apply any sums received against any amount owed, at our discretion. The quoted License Fee includes VAT, if applicable. No refund is due should Licensee not make full or any use of the Works and/or Mix as licensed hereunder for any reason, including termination.
6. Notwithstanding anything else in these Terms, the Performer(s) shall remain responsible for ensuring that their uses of the Works are:
 - i) only in venues that have all relevant licenses and clearances from any collection societies, incorporations, or entities managing the licensing in relation to public performance or play-out, in respect of the rights in the Works embodied in the Mix in each applicable territory in which such venues are located (where applicable), and;
 - ii) in accordance with the Terms.
7. Agreements are made on the basis that the Licensee is acting for purposes relating to their trade, business, craft or profession. We do not grant licenses to individuals acting outside of those purposes. Any use by the Licensee of the Works for purposes outside of their trade, business, craft or profession (for example, private use), shall be a breach of the Agreement and if we become aware of (or have reason to believe) such circumstances, we are entitled to terminate the Agreement (and any licenses granted to the Licensee further to an Agreement) *ab initio*. We also reserve all our rights to seek all remedies at law and in equity for breach of the terms of the Agreement.



CLICKNCLEAR END USER LICENSE AGREEMENT (“EULA”)

Date of Last Revision: 24 March 2020



8. The Producer is licensed to use only Recordings obtained from the Website in making the Mix.
9. Works can be downloaded by the Producer in the formats available on the Website, such formats being collectively defined as “**Digital Content**”. We do not accept any liability whatsoever, howsoever arising, for the Producer’s inability to receive or access the Website and/or the Works, or for any damage caused to computers and/or associated systems, for any reason including the incompatibility of devices and/or associated systems with such Digital Content.
10. All rights in and to the Works not expressly granted under the Agreement are expressly reserved to us and/or the applicable Copyright holder(s).
11. The Licensee agrees to comply with any and all takedown notices received from either us and/or our Copyright licensors within twenty four (24) hours of receipt, and further that if the Licensee breaches or threatens to breach this or any other provision in an Agreement, we and our Copyright licensors shall be irreparably harmed and, without any requirement for any additional findings of irreparable injury or harm or other considerations of public policy, shall be entitled to receive an injunction compelling specific performance by the Licensee of their obligations under these Terms without the necessity of posting any bond or other security. We also reserve all our rights to seek all remedies at law and in equity for breach of the terms of an Agreement.
12. The Licensee shall not grant sub-licenses, in whole or in part, of any of the rights granted under an Agreement, or sub-contract any aspects of exploitation of the rights licensed to the Licensee, without our prior written consent.
13. The Licensee shall comply with all applicable laws in performing its obligations and exercising its rights under an Agreement. We may require Licensee to cease all use of any of the Works if we reasonably believe that Licensee’s use of the Works infringes any third-party rights, or breaches an Agreement and/or any applicable law or regulation. In such instance, we may terminate an Agreement with the Licensee immediately on written notice. Licensee hereby agrees that i) Licensee will not attempt to avoid service of any notice issued to Licensee by us in relation to an Agreement; and ii) an email sent to the email address provided to us for Licensee during the ordering process constitutes a properly served written notice under an Agreement; and iii) Licensee will immediately cease all use of any of the Works (including without limitation the Producer Licensed Use and/or the Performer(s) Permitted Purpose as applicable) upon being served a notice of termination by us under an Agreement.
14. The Licensee shall not infringe the Intellectual Property Rights of Licensor or those of any third party in relation to the Licensee’s use of the Works to the extent that such use is not licensed by any valid and subsisting Agreement.
Examples of types of use that are NOT covered under any of the Licensed Uses include but are not limited to: re-recording of any Composition; “DJ re-mixing” of any Recording or Composition for commercial release; incorporation of Recordings, Mixes or Videos onto any tangible medium; sponsorship of Videos or the placement of adverts in Videos is not permitted, subject that this shall not prohibit the appearance in the Video of sponsored elements of sports teams apparel, kit etc., or sponsorship of any event at which a performance takes place; sale or making available of any Recording, Composition, Mix or Video, in any form (including without limitation tangible or digital) in return for money or money’s worth in connection with the Producer Licensed Use and/or Performer(s) Permitted Purpose or otherwise, except as explicitly permitted;
15. The Licensee shall not transmit any material that is unlawful, defamatory or offensive in relation to the Licensee’s use of the Works. The Licensee shall not use the Works in the context of Prohibited Activities. Except as expressly permitted in this Agreement Licensee shall not materially alter or (unless otherwise permitted at law without approval) parody the Works. The Licensee shall not use the Works in a manner that could damage, disable, impair, overburden or compromise our systems or security. The Licensee is responsible for carefully assessing the suitability of the Works for the Licensee’s purpose, including as regards the suitability of lyrics or any association that may exist with the Works or the author or performer of such Works.



CLICKNCLEAR END USER LICENSE AGREEMENT (“EULA”)

Date of Last Revision: 24 March 2020



16. The Licensee shall not use any Recording, Composition or the name, likeness, biographical materials or any branding or identification of any author or performer of the Recording or Composition in such a way that may indicate or imply the promotion, approval, endorsement or commercial association of the same with any product, service, person, campaign or concept including the Producer, Performer(s), or any event or venue at which a Routine is performed.
17. If the Licensee becomes aware of any misuse of any of the Works, or any security breach in connection with any Agreement that could compromise the security or integrity of the Works or otherwise adversely affect the Licensor and/or rights holder(s) in the Works, the Licensee shall, at its own expense, promptly notify us and fully co-operate with us to remedy the issue as soon as reasonably practicable. We may suspend any rights under any Agreement until the misuse or security breach is remedied.
18. The Licensee shall not remove, bypass, circumvent, neutralise, or modify any of the technological protection measures used on the Website, or attempt to do so.
19. The original Copyright owner(s) of the Works retain all respective Intellectual Property Rights in the Works and in any “**Derivative Works**” (these being work generated or developed following the date of any Agreement which is based on the Works) or an underlying work in relation to this (including translations, musical arrangements, dramatisations, fictionalisations, motion picture versions, sound recordings, art reproductions, abridgements, condensations, or any other form in which a work may be recast, transformed or adapted). The Licensee acknowledges that rights in the Works are licensed rather than sold and that the Licensee has no rights in or to the Works other than the right to use them strictly in accordance with the terms of any valid and subsisting Agreement.
20. The Licensee assigns to us, and shall assign, any and all other Intellectual Property Rights than those covered in clause 19 above in any development of the Works or any Derivative Work the Licensee may create, by way of future assignment of Copyright. The Licensee shall execute any assignment or confirmatory assignment as we may require.
21. The Licensee warrants that they are entitled to enter into the Agreement and that their use of the Works and any Derivative Works, does not or will not infringe any third party’s Intellectual Property Rights.
22. The Ordering Party warrants that they have full authority to enter into a legally binding agreement on behalf of the Confirming Party and both the Ordering Party and Confirming Party hereby:
 - i) enter into this Agreement,
 - ii) acknowledge and agree to our www.clicknclear.com Website Terms and Conditions, and
 - iii) acknowledge and agree to our Privacy Policy.
23. Save where expressly provided, all conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this license or any collateral contract, whether by statute, common law or otherwise, are hereby excluded to the maximum extent permitted by law.
24.
 - (a) Nothing in this license shall operate to exclude or limit our liability for:
 - (i) death or personal injury caused by its negligence;
 - (ii) fraud; or
 - (iii) any other liability which cannot be excluded or limited under applicable law.
 - (b) We shall have no liability for any losses or damages which may be suffered by Licensee (or any person claiming under or through Licensee), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in



CLICKNCLEAR END USER LICENSE AGREEMENT (“EULA”)

Date of Last Revision: 24 March 2020



contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

- (i) loss of profits;
 - (ii) loss of anticipated savings;
 - (iii) loss of business opportunity;
 - (iv) loss of contracts;
 - (v) loss of goodwill; or
 - (vi) loss arising from damaged, corrupted or lost data.
- (c) Subject to clause 24(a) our liability, whether in contract, tort (including negligence), or otherwise and whether in connection with this license or any collateral contract, shall not exceed the License Fee paid hereunder.
25. We warrant that i) we are entitled to enter into the Agreement and grant the rights granted under the Agreement; ii) the performance of the services and grant of rights hereunder will not violate or conflict with the terms of any other agreement to which we may be bound; (iii) we have complied with all applicable laws and regulations regarding the subject matter herein; and (iv) we are authorized to permit up to a maximum of 35 individuals associated with the Performer(s) to use and copy the Works as part of a Mix for training and preparation purposes in connection with the Performer(s) Permitted Purpose.
26. We will defend, indemnify and hold the Performer(s) harmless from and against any and all third party claims, suits, demands, liabilities, costs, judgments, penalties or expense (including reasonable attorney’s fees and court costs) that may be obtained against, imposed upon or suffered as a result of any breach of any such warranty or representation, arising from or in connection with any uses of the Works permitted herein or any material breach by us of the terms and conditions of an Agreement.
27. If Licensee fails to comply with any term of an Agreement, we may (without prejudice to any other rights we may have) terminate an Agreement immediately *ab initio*.
28. Licensee shall indemnify and keep indemnified us against all claims, costs, damages, expenses (including legal fees) incurred by us arising out of and/or in connection with any breach by Licensee of any of these Terms, including any use of the Works other than in accordance with the Licensed Use and these Terms.
29. We may assign or otherwise transfer any of our rights under the Agreement. Licensee may not assign or otherwise transfer any of Licensee’s rights under the Agreement, whether in whole or in part.
30. Upon termination of the Agreement or expiry of the applicable Term, all rights granted under the Agreement shall immediately cease and terminate.
- These Terms, any Agreement and any claim or dispute of whatever nature (including any non-contractual dispute) arising out of or relating to the same shall be governed by, and construed in accordance with, the laws of England whose courts shall have exclusive jurisdiction over all such disputes, The Licensee consents to personal jurisdiction of and venue in the courts within or having jurisdiction over such country, and waives any objection the Licensee might otherwise have had on the basis of the doctrine of *forum non conveniens*.
31. These Terms shall constitute all of the terms applying between the Licensee and us with regard to the subject matter thereof and the parties thereto shall enter into it solely on that basis without reliance on any other representations whatsoever (other than those expressly stated in the Agreement). No amendment shall be made to the Agreement except in writing by all parties hereto.
32. Any reference in these Terms to any statute or statutory provision order or regulation shall be construed as including a reference to that statute or statutory provision order or regulation as



CLICKNCLEAR END USER LICENSE AGREEMENT (“EULA”)

Date of Last Revision: 24 March 2020



from time to time amended modified extended or re-enacted whether before or after the date of the Agreement and to all statutory instruments orders regulations and directives modifying or extending the same.

33. Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations, and partnerships.
34. All references to “including” shall be deemed to be construed as “including, without limitation” or “including, without limit” and “including” shall be construed accordingly. All references to ‘license’ as a noun shall be deemed to also be construed as ‘licence’.
35. Unless otherwise stated references to clauses sub-clauses sub-paragraphs schedules annexures and exhibits relate to these terms and conditions.

Definitions

Agreement	any agreement that comes into force incorporating these Terms, pursuant to the process set out in clause 1 of these Terms;
Composition	any underlying composition comprising either music and/or lyrics embodied in the relevant Recording(s);
Confirming Party	whichever of the Producer or Performer(s) is not the Ordering Party. If the Performer(s) make their own Mix, all reference to the Producer shall be read as referring to the Performer(s);
Copyright	the entire copyright including rental and lending right, database right and design right subsisting under the laws of the United Kingdom and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world;
Intellectual Property Rights	patents, rights to inventions, Copyright related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights including without limitation the rights generally known as “moral rights” save that the Licensee will not be required to credit the author of the Recording(s) and Composition(s) unless legally obliged, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Licensor(s)	Pre-Cleared LTD, trading as “ClicknClear” a company incorporated in England and Wales under registration number 10350620 whose registered office is at International House, 24 Holborn Viaduct, London, EC1A 2BN (“Licensor”, “we”, “us”, “our”);
License Fee	the fee due for the license of Works, as set out in the License Details;
Licensed Use	the Producer Licensed Use and/or the Performer(s) Permitted Purpose as applicable;



CLICKNCLEAR END USER LICENSE AGREEMENT (“EULA”)

Date of Last Revision: 24 March 2020



Licensee	either the Producer and/or the Performer(s), as applicable depending on whether the relevant use falls within the Producer Licensed Use and/or the Performer(s) Permitted Purpose;
Mix	the combination of sound recordings (including the underlying compositions), made subject to an Agreement, by the Producer specifically in order to accompany the performance of a Routine by Performer(s).
Prohibited Activities	any one or more of the following activities: facilitating and/or promoting illegal activity; depicting sexually explicit images; promoting violence and/or discrimination; incorporating any materials that infringe or assist others to infringe on any third party rights, including intellectual property, name and likeness, and/or privacy rights; engaging in the endorsement of political positions, political candidates or religious causes; engaging in the sale or advertisement of pornography, tobacco and other nicotine, smoking or vaping products, firearms or personal hygiene products (including sexual or reproductive health products, but excluding soaps, shampoos, perfumes, lotions and toothpastes); using the Works in any manner intended to defame, damage goodwill or be inconsistent with the image and reputation of the Copyright owners of the Works or us; or engaging in any other activity which we deem in our reasonable discretion to be Prohibited.
Ordering Party	whichever of the Producer or Performer(s) submits an order on the Website.
Privacy Policy	the ClicknClear privacy policy located at https://www.clicknclear.com/privacy-policy , as amended from time to time.
Producer	The person responsible for making the Mix on behalf of the Performer(s), as named in the Licensed Details. If the Performer(s) make their own Mix, all reference to the Producer shall be read as referring to the Performer(s);
Performer(s)	the performer(s) carrying out the Routine, as identified in the License Details. The Performer(s) Managing Person / Entity, as identified in the License Details is the contracting party as the Performer(s) in the Agreement;
Production Term	the duration of the license as identified in the License Details during which the Licensee may carry out the Producer Licensed Use and Performer(s) Permitted Purpose;
Recording	the specific sound recording embodying a Composition which the Licensee has chosen to license (as set out in the License Details) when completing the licensing process on the Website;
Registered User	an individual who has created an account and submitted accurate requested contact information to us via the Website and has agreed to the Website Terms and Conditions and the Privacy Policy.



CLICKNCLEAR END USER LICENSE AGREEMENT (“EULA”)

Date of Last Revision: 24 March 2020



Rate Card	the applicable rate card for licensing music from the Website in accordance with the terms of the Agreement (as amended from time to time) and the information contained in the License Details;
Routine	a sports or performing arts routine and/or performance (including but not limited to cheerleading, gymnastics, dance, figure skating) performed with the accompaniment of the Works in a Mix, including but not limited to a performance forming part of, or as preparation for, a competition.
Terms	this set of end user license terms, the applicable rate card and Website Terms and Conditions;
Territory	the country(s) set out in the License Details;
Track	a Recording;
Video	audio-visual recording reproducing the Works as part of the Mix in conjunction and synchronisation with visual material created and/or produced by or on behalf of Performer(s) in relation to a Routine;
Website	means the ClicknClear website, currently available at https://www.ClicknClear.com or other sub-domains.
Website Terms and Conditions	the ClicknClear.com website terms and conditions located at https://www.clicknclear.com/ts-cs , as amended from time to time.
Works	means the Recording(s) and/or the underlying Composition(s) thereof.

