

## MUSIC LICENSING AGREEMENT

This Music Licensing Agreement (the "Agreement") is made between Vivid Sound, a [YOUR LEGAL STRUCTURE] with its principal place of business at [YOUR ADDRESS] ("Vivid Sound" or "Licensor") and the user ("You" or "Licensee") who accepts this Agreement by purchasing and/or using Vivid Sound's music.

**IMPORTANT:** By purchasing, downloading, or using any of Vivid Sound's music, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you do not agree to these terms, do not purchase, download, or use Vivid Sound's music.

This Agreement is effective as of the date of purchase or first use of the music, whichever comes first.

WHEREAS, Vivid Sound owns or controls the rights to certain musical works and sound recordings;

WHEREAS, You wish to use such works for non-commercial purposes in connection with your activities as a faith-based organization;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### 1. DEFINITIONS

1.1 "Works" means the musical compositions and sound recordings owned or controlled by Vivid Sound and made available for licensing under this Agreement.

1.2 "Non-commercial Usage" means use that is primarily intended for the mission and activities of non-profit, faith-based organizations. This includes:

- a) Use in monetized online content (such as YouTube videos) where the monetization benefits the non-profit organization.
- b) Use in promotional materials for the organization's events, fundraisers, or mission-related products.
- c) Use in any content or material that supports the organization's activities, even if such activities involve raising funds or promoting the organization.

Non-commercial Usage explicitly excludes any use that promotes or benefits for-profit companies or entities.

1.3 "Licensed Uses" means the specific non-commercial uses permitted under this Agreement, including but not limited to: video productions, social media content, podcasts, training videos, general facility playback, and special event music.

### 2. GRANT OF LICENSE

2.1 Vivid Sound hereby grants to You a non-exclusive, non-transferable, worldwide license to use the Works for Non-commercial Usage in connection with the Licensed Uses.

2.2 This license is royalty-free, meaning no ongoing royalties will be due for the use of the Works as permitted under this Agreement.

2.3 You may not sublicense, sell, rent, loan, lease, or otherwise transfer the Works or the rights granted under this Agreement.

2.4 The usage of the Works is strictly limited to within Your organization. You shall not distribute, share, or give the Works to any individuals, entities, or organizations outside of Your organization, even if such external parties are engaged in non-commercial or faith-based activities.

2.5 For the purposes of this Agreement, "Your organization" is defined as the non-profit, faith-based organization you represent and its direct employees, volunteers, and members actively engaged in the organization's activities and operations.

### 3. TERM AND TERRITORY

3.1 This Agreement shall commence on the date of purchase or first use of the Works and shall continue in perpetuity, unless terminated earlier in accordance with Section 7 of this Agreement.

3.2 The license granted herein is worldwide and is not restricted to any specific territory.

### 4. FEES

4.1 In consideration for the license granted herein, You shall pay Vivid Sound the fee indicated at the time of purchase.

4.2 This fee covers the royalty-free use of the Works as specified in this Agreement for the duration of the license.

4.3 In the event of a removal request as described in Section 5.6, Licensor shall provide You with a full refund of the license fee within thirty (30) days of confirming that the Works have been removed as requested.

### 5. USAGE RESTRICTIONS

5.1 You shall use the Works only for Non-commercial Usage as defined in this Agreement.

5.2 You shall not use the Works in any manner that could be considered derogatory to or critical of the Works, Vivid Sound, or any person connected with the creation of the Works.

5.3 You shall not use the Works in connection with any illegal activities or in any manner that would tarnish or damage the reputation of Vivid Sound.

5.4 You shall not claim ownership of the Works or register the Works with any content identification system or performing rights organization.

5.5 All usage of the Works must be non-political and family-friendly. You shall not use the Works in connection with any political campaigns, partisan messaging, or content that is not suitable for all ages.

5.6 Licensor reserves the right to request the removal of the Works from any of Your productions or platforms at Licensor's sole discretion. Upon receiving such a request, You shall have thirty (30) days to remove the Works from all applicable uses. In the event of such a removal request, Licensor shall provide You with a full refund of the license fee paid.

5.7 You shall not create any derivative works based on the Works, except for simple edits necessary for incorporating the Works into video productions or similar creative projects. For clarity, "simple edits" include adjusting length, volume, fading in/out, and similar minor modifications. Any other alterations, remixes, or adaptations of the Works are strictly prohibited.

5.8 You may use the Works in monetized online content (such as YouTube videos), promotional materials for events or fundraisers, and other content that may generate revenue, provided that:

- a) All such usage is in direct support of Your non-profit, faith-based organizational activities.
- b) Any revenue generated from such use benefits the non-profit organization and not any for-profit entity.
- c) The Works are not used to promote or sell products or services of any for-profit company or entity.

## 6. PROHIBITION OF FALSE ATTRIBUTION

6.1 You shall not attribute the Works to any person or entity other than Vivid Sound.

6.2 You shall not represent or imply that the Works were created by You or any third party.

6.3 If You choose to provide attribution for the Works, You must accurately credit Vivid Sound as the source.

## 7. TERMINATION

7.1 Either party may terminate this Agreement upon written notice if the other party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach.

7.2 Upon termination, You shall immediately cease all use of the Works and delete or destroy all copies of the Works in Your possession or control.

7.3 Sections 5, 8, and 9 shall survive the termination of this Agreement.

7.4 Notwithstanding the above, Licensor may terminate this Agreement at any time by providing written notice to You requesting the removal of the Works as described in Section 5.6. In such case, You shall comply with the removal request within the specified timeframe, and upon confirmation of removal, Licensor shall provide a full refund of the license fee.

## 8. WARRANTIES AND INDEMNIFICATION

8.1 Vivid Sound warrants that it has the right to grant the license herein and that the Works do not infringe upon the rights of any third party.

8.2 You warrant that You will use the Works only as permitted by this Agreement and in compliance with all applicable laws.

8.3 You shall indemnify, defend, and hold harmless Vivid Sound from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from Your use of the Works in violation of this Agreement or applicable law.

8.4 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VIVID SOUND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE WORKS OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

## 9. LIMITATION OF LIABILITY

9.1 IN NO EVENT SHALL VIVID SOUND BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OF THE WORKS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 VIVID SOUND'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE LICENSE.

## 10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 This Agreement shall be governed by and construed in accordance with the laws of [YOUR STATE/COUNTRY], without regard to its conflict of law provisions.

10.2 Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration conducted in [YOUR CITY, STATE/COUNTRY] in accordance with the rules of the [YOUR PREFERRED ARBITRATION ORGANIZATION].

10.3 The prevailing party in any dispute shall be entitled to recover its reasonable attorneys' fees and costs.

## 11. MISCELLANEOUS

11.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral.

11.2 This Agreement may be amended only by Vivid Sound posting a new version on its website. Your continued use of the Works after any such change constitutes Your acceptance of the new terms.

11.3 The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right to enforce it later.

11.4 If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

11.5 Vivid Sound reserves the right to update this Agreement at any time. Continued use of the Works after any such changes shall constitute Your consent to such changes.

Version: 1.0

Last Updated: [CURRENT DATE]