

END USER LICENCE TERMS

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IMPORTANT NOTICE:

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.

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.

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. IF THE INFORMATION PROVIDED IS INACCURATE, IT MAY INVALIDATE YOUR LICENSE.

Licence Details

Reference	(Reference number the website will generate on back end)
Date Licensed	(Date Licensed)
Artist Name – Track Name – License Fee for Track 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)

Licensed Use and Permitted Purpose related to each Track

Producer Licensed Use	<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 and adapted and combined with other recordings (including without limitation being cut down, tempo-shifted, combined with other recordings as a remix/medley and sound effects and voice over being added) but specifically subject to the Recordings (and thereby the underlying Compositions) not undergoing a material creative re-interpretation and/or the fundamental character of the music and/or lyrics of the Compositions not being altered.</p>
Performer(s) Permitted Purpose	<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 i) to accompany the performance of the Routine by Performer(s), and ii) for training and preparation purposes with respect to the Routine by Performer(s) limited to a maximum of no more than 35 individuals;</p> <p>(3) The non-commercial making available of Videos of the performance of the Routine by Performer(s) incorporating the Track as part of the Mix on websites controlled by the Performer(s) and Facebook and Youtube;</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 may still require a BMI or ASCAP licence in the US, or a PPL PRS licence in the UK).</p>

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. Notwithstanding the coming into effect of any Agreement incorporating these Terms, the licence to use such Works is subject to our receipt in full in cleared funds of the Licence Fee.
2. We hereby grant to the Producer a personal, non-exclusive, non-transferable, limited, right to use the Works 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 for the Performer(s) Permitted Purpose. The Recording(s), including the 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 Track to make the Mix or Videos and to play in public the Mix or Videos (i.e. in venues), or upload the Mix or Videos to any website or platform, is valid only for the Production Term (i.e. one year). Such Mix or Videos uploaded to websites or platforms during the Production Term may continue to be made available on those websites and Platforms for the Exploitation Term (i.e. in perpetuity). Following the end of the Production Term, the Licensee shall permanently delete any copies of Recordings or the Mix remaining in their possession, other than the Mix and Videos as uploaded at that date.

4. The Licence 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 Licence Fee (on their own behalf and on behalf of the Confirming Party) before the Producer can download the chosen Works. 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 Licence Fee payment is subsequently declined or we do not receive payment for any reason, we may terminate any 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 Licence 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.
6. Notwithstanding anything else in these Terms, the Performer(s) shall remain responsible for ensuring the Performer(s)'s use of the Works is only in venues that have all relevant licences 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).
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 licences 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 has reason to believe) such circumstances, we are entitled to terminate the Agreement (and any licences granted to the Licensee further to any Agreement). We also reserve all our rights to seek all remedies at law and in equity for breach of the terms of the Agreement.
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 following formats: MP3 and WAV, 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, resulting from 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 rights-holder.
11. We may in our own absolute discretion make available, with or without payment, demo versions of the Works for testing purposes solely in preparation for the Producer Licensed Use. Works made available in this way must not be used for any other purpose.
12. The Licensee agrees that if the Licensee breaches or threatens to breach any provision in any Agreement, we shall be irreparably harmed and, without any requirement for any additional findings of irreparable injury or harm or other considerations of public policy, we 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 any Agreement.

13. The Licensee shall not grant sub-licences, in whole or in part, of any of the rights granted under any Agreement, or sub-contract any aspects of exploitation of the rights licensed to the Licensee, without our prior written consent.
14. The Licensee shall comply with all applicable laws in performing its obligations and exercising its rights under any 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 any Agreement and/or any applicable law or regulation. In such instance, we may terminate any 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.
15. 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; sale or making available of any Recording, 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;
16. 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 any manner intended to defame, damage goodwill or be inconsistent with the image and reputation of the copyright owners of the Works or us. 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.
17. The Licensee shall not use any Recording, Composition or the name or any other 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 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.
18. 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.
19. 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.
20. 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.

21. The Licensee assigns to us, and shall assign, any and all other Intellectual Property Rights than those covered in clause 20 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.
22. 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.
23. The Ordering Party warrants that they have full authority to enter into a legally binding Agreement on behalf of the Confirming Party.
24. Save where expressly provided, all conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded to the maximum extent permitted by law.
25.
 - (a) Nothing in this licence 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 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 25(a) our liability, whether in contract, tort (including negligence), or otherwise and whether in connection with this licence or any collateral contract, shall not exceed the License Fee paid hereunder.
26. 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 for training and preparation purposes in connection with the Performer(s) Permitted Purpose.
27. 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.

28. If Licensee fails to comply with any term of any Agreement, we may (without prejudice to any other rights we may have) terminate any Agreement immediately.
29. 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.
30. 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.
31. Upon termination of the Agreement or expiry of the applicable Term, all rights granted under the Agreement shall immediately cease and terminate.
32. 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*.
33. 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.
34. 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 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.
35. 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.
36. The expression "copyright" means 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.
37. All references to "including" shall be deemed to be construed as "including, without limitation" or "including, without limit" and "including " shall be construed accordingly.
36. Unless otherwise stated references to clauses sub-clauses sub-paragraphs schedules annexures and exhibits relate to these Terms.

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);
Exploitation Term	the duration of the licence during which the Licensee may continue to make available Mixes and Videos as permitted in the Licensed Use which the Licensee have selected as part of the licensing process as set out on the Website: in perpetuity;
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 13 Apsley House, 2 Holford Way, London, SW15 5EY ("Licensor", "we", "us");
License Fee	the fee due for the license of content, as set out in the Licence Details;
Licensed Use	the Producer Licensed Use and/or the Performer(s) Permitted Purpose as applicable;
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 Works), made subject to an Agreement, by the Producer specifically in order to accompany a Routine.
Ordering Party	whichever of the Producer or Performer(s) submits an order on the Website.
Producer	The producer 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 Licence Details. The Performer(s) Managing Person / Entity, as identified in the Licence Details is the contracting party as the Performer(s) in the Agreement;
Production Term	the duration of the licence as identified in the Licence Details during which the Licensee may create Mixes and upload Mixes and Videos as

	permitted in the Licensed Use;
Recording	the specific sound recording embodying a Composition which the Licensee has chosen to licence (as set out in the Licence Details) when completing the licensing process on the Website;
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 Licence 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 licence terms, the applicable rate card and licenced use terms set out on the Website;
Territory	the territory as set out in the Licence Details;
Track	a Recording;
Videos	audio-visual recordings 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 www.ClicknClear.com or other sub-domains.
Works	means, collectively, the Composition(s) and/or the Recording(s).