

## Invoice & License Agreement

Seller / Licensor  
Invoicing Party  
Tax ID

Instant Music Licensing GmbH as Supervisor for Warner Chappell Production Mus  
Alter Wandrahm 14  
20457 Hamburg / Germany  
DE811202403

Buyer / Licensee:  
Recipient of Invoice

/

Tax ID

Invoice No. 20160325-10988

Precedent to the condition of full payment of the applicable fees, Licensor grants to Licensee the following license subject to the specific terms and conditions as set out below:

Title of Audio-File: I'M Better Off - Full Mix With Male Vocals

Date of Purchase/  
Invoice Date: 2016-03-25 21:55:28

Rights: Seller herewith licenses to Buyer the following non-exclusive rights throughout the Territory and during the Term as set out below for the following uses of the audio-file only:

Media: HOME VIDEO LIZENZ - Ausschließlich private Nutzung (Use music in your private online Video and spread it over the world with e.g. Vimeo or YouTube.

This license is not for companies, only for private persons!)

Territorium: WELT

Fee / Price: Currency: USD Amount: 39.13

Tax Rate: Tax Rate 7.00% Included 2.74

Total amount: 41.87

Details of Audio-File: genre: Rock, Vocal  
moods: Fun, Determined, Hi-Energy, Driving, Fast, Pulsing

Copyrights: Composed By: Stephen Phillips (BMI) 50%, Tim Paruszkiewicz (BMI) 50%  
Published by: Randy Berg Music (BMI) 100%  
Label Name: 615 Platinum Series  
Label Code: 30201  
Release Date: 2002-09-30

Licensee is fully responsible for and may have to obtain rights from the applicable collection society

(e.g. GEMA, etc.) as well as from the respective copyright owners (authors/composers/arrangers) or their representatives (publishers, etc.) of the music-track for synchronisation rights (for combinations of the audio-file with audio-visual productions) whereby additional usage fees may have to be paid to the respective mechanical collection society and/or the copyright owners or their representatives (publishers, etc.).

Licensee must make all necessary enquiries and acquire any requisite rights from collection societies and the respective copyright owners (authors/composers/arrangers) or their representatives (publishers, etc.). Licensee is not allowed to make any changes or adaptations to the work licensed hereunder. Licensor is entitled to a share of royalties collected by the respective collecting society according to the percentage displayed in the details of the audio-file. Any mechanical copyright fees that accrue in connection with the manufacture of records hereunder shall be borne and forwarded to the respective collection societies by Licensee. Licensee releases Licensor from any claims of third parties and holds Licensor free and harmless from any claims in connection herewith.

Licensor warrants that neither the audio-file nor any exercise by Licensee of the rights granted hereunder shall violate the rights to any person or entity, and that there is no claim or other legal proceeding involving the Licensor and/or relating to the audio-file now pending. With the exclusion of personal injury, liability according to the German Code of Product Liability by 15.12.1989 (BGBI. I 1989, 2198) and liability for willful or gross negligent conduct or omission Licensor's liability is limited to the amount of the license fee received from Licensee/Buyer hereunder.

Licensee warrants, represents and undertakes that (i) he possesses the full right power and authority to enter into and perform this agreement in all respects, (ii) he shall pay promptly when due all mechanical royalties fees, all publishing fees or fees to the respective copyright holders (composers/authors/arrangers) and other payments in respect of the use of the compositions embodied in the audio-file, (iii) he shall procure that all records embodying the audio-file bear on their sleeves and labels all copyright or other symbols and words necessary to protect the rights of the Licensor in and to the audio-file, and (iv) he shall use all necessary means to protect the rights granted hereunder and if necessary upon consultation with Licensor take legal action against any unauthorised use of the audio-file.

All rights and uses of the audio-file not expressly granted to Licensee hereunder shall be expressly reserved by Licensor. Any use of the audio-file shall be strictly limited to the use only as originally fixed. In particular, the audio-file must not be exploited commercially or non-commercially, nor adapting it to new works, i.e. combining it with other music.

Licensee agrees to display a copyright notice on all physical media containing parts of the audio-file that is being licensed under the terms and conditions of this agreement, including but not limited to CDs, Vinyl, DVD, etc. in substantially the following form: "**This work includes an audio-file by Instant Music Licensing GmbH as Supervisor for Warner Chappell Production Music GmbH** (Licensor) under kind arrangement of InstantLicensing.com."

This license agreement constitutes the entire agreement between the parties and supersedes any and all previous agreement or arrangement between the parties relating to the subject matter hereof. This license agreement including this stipulation requiring written form shall not be modified or varied, except by a written instrument signed by the parties. If any provision in this license agreement is invalid or should become invalid, this shall not affect the validity of the rest of the

agreement. The provision thus invalidated shall be replaced by a provision, which is closest to the parties' commercial interest. The parties are obliged to co-operate in clarifying the text of the license agreement accordingly. The same applies to any omission in this license agreement.

This license agreement shall be governed by and interpreted in accordance with the laws of the Federal Republic of Germany, and any action or other proceedings arising from its application shall be decided exclusively by the competent Courts of Esslingen, Germany.