



## 2024 Terms and Conditions

This Agreement is dated upon completion of submission form. For good and valuable consideration, the receipt of which is hereby acknowledged, the licensor, hereby called "Artist" submits composition(s) hereby called "Songs" to be considered for project described as "Brief" to licensee "Versa Library" and both parties agree as follows:

"Agreement" shall mean a binding arrangement between parties specifying terms stated below.

"Brief" shall mean the sync opportunity provided by Versa Library.

"License" shall mean the license of rights granted hereunder by Licensor to Licensee.

"Licensee" shall mean Versa Library.

"Licensor" shall mean the artist(s), composer(s), or songwriter(s).

"Song(s)" shall mean any new songs or pre existing musical compositions created by Artist or a third party.

"Submission(s)" shall mean the compositions sent to Versa Library to be considered for brief.

"Submission fee(s)" shall mean the payment of Songs sent to the online form to be considered for brief.

"Submission form" shall mean the online form completed by Artist intended to exploit songs for sync licensing opportunities stated in the brief.

1. Versa Library is a sync agency that desires to exploit such master recordings and/or compositions through its online library.
2. Versa Library shall use best efforts to market, distribute, and sell the Songs in order to increase profits.
3. Artist hereby grants to Versa Library the worldwide, non-exclusive rights to license the Songs for synchronization use. Further, Artist grants Versa Library and their agents the right to individually sign off and clear any and all NON-EXCLUSIVE sync licensing (publishing) and / or master use licensing (sound recording) deals with Versa Library or any third parties on behalf of all songwriters, publishers, and master owners involved.
4. Artist represents that they are the owner or administrator of exclusive rights to the Songs or that they have the exclusive right to license the Songs. Further, Artist represents that they have the authority to enter into this Agreement and that the rights being granted are free and clear and there is no other agreement or understanding which prohibits the grant herein or is inconsistent with this Agreement.
5. Artist hereby warrants, represents and agrees that there are no samples, interpolations, replays, or other third party copyrighted material (individually and collectively, "Sample(s)") contained in the Songs. If a Sample should become the subject of a copyright claim in connection with the Songs and the Sampled writer(s)/publisher(s) are to receive a copyright interest in and to the Composition and/or payment of monies attributable to the Song, then we agree that Versa Library shares in the copyright and/or monies attributable to the Song shall not be reduced.
6. Versa Library is hereby authorized to represent 100% of the rights in and to the composition(s) and master recording(s) ("Songs") for said Songs submitted by Artist via the submission form and/or as detailed on Schedule A.
7. Versa Library can absolutely and immediately authorize 100% clearance and represent the composition non-exclusively as "ONE STOP" o/b/o the Writers.
8. This Agreement shall begin as of the date of completion of the said submission form and continue for twelve months ("Term"). If a notice of termination is not received by either party within thirty (30) days prior to the end of the Term, then this Agreement shall continue after the Term on a month-to-month basis until Terminated by either party.



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9. The Songs may only be used for the specific project(s) described in the brief.
10. Versa Library may not alter, modify, or edit the Songs without the prior written consent of the Artist.
11. Artist agrees and understands that the submission fee for said Song(s) is as follows - twenty five (\$25) dollars for one song; fifty (\$50) dollars for two songs; and seventy-five (\$75) dollars for five songs.
12. Artist irrevocably agrees that there are no refunds granted off submission fees from the submission form. A submission counts as one total submission for the Brief. Only one submission per Artist per Brief is allowed. For re-submissions of Songs given a new brief, Artist will be charged an additional submission fee.
13. Artist agrees that submission of Songs does not guarantee the Song will be pitched by Versa Library. If Versa Library is interested in pitching Song, Versa Library will notify the Artist in a timely manner.
14. Artist agrees that a submission will not be considered without the matching instrumental and song split information.
15. Artist agrees that Song(s) with samples or explicit lyrics will not be considered.
16. If Versa Library secures a placement or other license for use of the Song(s) Artist will not be notified within 48 hours.
17. If Versa Library secures a placement or other license for use of the Song(s), Artist agrees to post the clip on social media AND tag @versamusicgroup.
18. If Versa Library secures a placement or other license for use of the Song(s) which includes any up-front payments, advances, or fees (together, "Licensing Fees"), Versa will retain fifty percent (50%) commission of any such Licensing Fees. Versa will provide statements and accountings to Artist within thirty days following the end of each quarterly period during the Term.
19. Versa Library shall provide proper credit to Artist for the use of the Songs given a secured license.
20. All audio-only streaming and download rights are specifically excluded from this Agreement and shall be retained 100% by Artist.
21. Versa Library shall have the right to use and authorize others to use the name(s), likeness(es), biographical material and/or voice(s) (as contained in the Work(s) and/or as provided in any materials provided by an authorized third party (e.g., a so-called "stock footage house"), by Artist, by Artist's representatives or otherwise approved by any of the foregoing), of anyone who rendered services in connection with the Work(s) (including the name of the performing group, if applicable) for the purpose of advertising, promotion and/or publicizing the Programming and/or Company's programming services, but not so as to constitute an endorsement of any other product or service.
22. Versa Library may disclose certain of its confidential and proprietary information to the Artist. "Confidential Information" means: information relating to the Company or its current or proposed business, including company processes, systems, production, briefs, agreements, documents, marketing plans, and other material, whether provided orally, in writing, or by any other media, that contain or are based on the information described above. Artist shall keep the Confidential Information confidential. Except as otherwise required by law, the Artist may not: a) disclose any Confidential Information to any person or entity other than: Artist's representative who needs to know the Confidential Information for the purposes of its business with the Company; a Receiving Party representative who signs a confidentiality agreement; and with the Company's prior written authorization; or b) use the Confidential Information for any purposes other than those contemplated by this agreement.
23. Artist shall indemnify and hold harmless Versa Library, its parents, successors, assigns, licensees, and sub-licensees from and against any and all losses, damages, liabilities, reasonable attorneys'



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fees and costs, actions, suits, other claims arising out of Versa Library's exercise of the rights granted to Versa Library herein, or Artist's breach or alleged breach, in whole or in part, of the foregoing representations and warranties. Artist shall reimburse Versa Library upon demand for any payment made by Versa Library at any time with respect to such losses, damages, liabilities, attorneys' fees and costs, actions, suits or other claims to which the foregoing indemnity applies.

24. This Agreement shall be governed by and construed under the laws of the State of California.