



## 2025 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 rights holders for both the composition and/or the master recording.

"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 via 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 in good faith through its online library. Versa Library will make its best efforts to market, distribute, and promote the Songs to maximize revenue opportunities.
2. 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.
3. Artist grants Versa Library the full authorization to represent 100% of the rights in and to the composition(s) and master recording(s) for said Songs submitted by Artist via the submission form and/or as detailed on Schedule A. The Songs may be used not only for the specific project(s) described in the brief, but also for any other sync opportunities that Versa Library may identify and pitch at its discretion.
4. Artist hereby grants Versa Library the right to absolutely and immediately authorize 100% clearance and represent the composition non-exclusively as "ONE STOP" o/b/o the Writers and Composers. The term 'ONE STOP' means that the rights to both the master recording and the underlying composition are fully cleared and available for licensing without the need for additional approvals or agreements from third parties.
5. Versa Library does not claim ownership of, nor will any rights be transferred to Versa under this Agreement, with respect to audio-only streaming and download rights. Such rights shall remain 100% with the Artist.
6. 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. Upon termination of this Agreement, any Songs that have been licensed or pitched during the Term shall remain governed by the terms of this Agreement, including the payment of any Licensing Fees, commissions, or obligations owed to Versa Library.



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7. Artist represents and warrants that they are the owner or authorized administrator of the exclusive rights to the Songs, or that they possess the exclusive right to license the Songs. Additionally, Artist confirms they have the authority to enter into this Agreement, that the rights being granted are free from any encumbrances, and that no other agreement or obligation exists that conflicts with or prohibits the rights granted under this Agreement.
8. 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. If a claim arises due to unauthorized sampling, Artist shall bear full responsibility for any associated legal fees or damages.
9. Versa Library or their third party partners may alter, modify, or edit the Songs in consideration to the Songs that may be required for sync purposes (e.g., shortening for timing, tempo adjustments)
10. Artist acknowledges and agrees that the submission fee is fifty dollars (\$50) per song submission, and the annual fee for the Sync Pro members tier is two hundred and forty dollars (\$240). Artist further agrees that all subscription fees are non-refundable.
11. Artist acknowledges that the submission of Songs to briefs or the client music library does not guarantee placement or that the Song will be pitched by Versa Library. If Versa Library is interested in pitching the Song, the Artist will be notified in a timely manner. Submissions will not be considered unless accompanied by the matching instrumental and song split information. Songs containing samples or explicit lyrics will not be considered. In the event that Versa Library secures a placement or other license for the Song(s), the Artist will be notified within 48 hours. Furthermore, the Artist agrees to post the clip of the placement on social media and tag @versamusicgroup.
12. If Versa Library secures a placement or other license for the use of the Song(s) that includes any upfront payments, advances, or fees (collectively, "Licensing Fees"), Versa will retain fifty percent (50%) of such Licensing Fees as commission. All Licensing Fees will be paid to Versa Library in accordance with the payment terms negotiated with the third party. Versa Library will remit the Artist's portion (50%) of the Licensing Fees within 45 days of receiving the payment from the third party. Versa will provide statements and accountings to the Artist within thirty (30) days following the end of each quarterly period during the Term with a (30) days written notice.
13. Versa Library shall provide proper credit to Artist for the use of the Songs given a secured license.
14. Artist acknowledges and agrees that they are acting as an independent contractor and not as an employee, partner, or joint venture of Versa Library. Nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, or joint venture between the parties.
15. 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 included in the Work(s) or provided by an authorized third party, such as a 'stock footage house'), of the Artist or any individuals involved in the Work(s) (including the performing group, if applicable), for the purpose of advertising, promoting, and publicizing the Programming and/or Versa Library's services. This usage shall not imply an endorsement of any other product or service.
16. 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



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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. Further, Artist agrees to maintain the confidentiality of any sync opportunities or brief information shared by Versa Library. This confidentiality obligation shall remain in effect for a period of 5 years following the termination of this Agreement, or as long as the Artist is actively engaged in discussions or opportunities related to the Songs.

17. 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' 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.
18. Neither party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond their reasonable control, including, without limitation, acts of God, war, terrorism, pandemics, or other unforeseeable events.
19. This Agreement shall be governed by and construed under the laws of the State of California.
20. Any disputes arising under this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The venue for arbitration shall be Los Angeles, California.