



2026 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, Composers, publishers, and master owners. 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. Versa Library's authority to act as a one-stop licensor is based solely on Artist's representations and warranties. Versa Library shall have no obligation to independently verify ownership, consent, or authority of any co-writers, publishers, or master owners. Any breach of Artist's representations regarding one-stop clearance shall constitute a material breach of this Agreement.
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. Versa Library holds non-exclusive rights to the Songs, the Artist is free to submit and license the same Songs to multiple sync libraries or third-party entities. There are no restrictions on simultaneous non-exclusive agreements. However, any prior agreements made with Versa Library



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will remain in effect, and the Artist must ensure that the Songs remain available for licensing under the terms set forth in this Agreement until the Song is removed or the Agreement terminates.

7. 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.
8. 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 forty five (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 thirty (30) days written notice. In the event of a dispute regarding payment, the Artist must notify Versa in writing within thirty (30) days of the due payment date. Versa Library will then investigate the dispute and, if necessary, provide a resolution within fifteen (15) days. If a third party delays payment, the Artist may be required to wait until Versa receives payment before any distribution is made and will keep the Artist informed about any such delays.
9. Artist acknowledges that they are solely responsible for the collection of any backend royalties, including but not limited to performance royalties and mechanical royalties, unless otherwise agreed. Versa Library may assist in the collection of such royalties through its partnerships with third-party collection agencies or performing rights organizations, but it is not liable for any delay, failure, or discrepancy in royalty payments. If a third-party licensee fails to pay or delays the payment of any royalties due to the Artist, Versa Library will make reasonable efforts to ensure that the Artist receives their share in accordance with the terms of the license agreement. However, Versa Library does not guarantee payment of any royalties if the third-party licensee defaults or delays payment. Versa Library's responsibility is limited to assisting in the payment process. However, if the third-party licensee fails to make payment or delays payment, Versa Library will not be held liable for the delay or non-payment. This does not absolve the Artist from their obligations under this Agreement, nor does it excuse Versa Library from performing its duties as outlined in the Agreement, such as ensuring proper documentation or making reasonable efforts to facilitate payment.
10. Artists represent and warrant 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.
11. Artists hereby warrants, represents and agrees that all submitted recordings, compositions, and performances are 100% human-created. Songs that contain AI-generated elements, including but not limited to AI-generated vocals, instrumentals, lyrics, or compositions, are strictly prohibited. If Versa determines that a song contains AI-generated content, Versa reserves the right to remove the song from its catalog and terminate the artist's agreement without notice.



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12. 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.
13. Artist grants Versa and its third-party licensees the right to modify, alter, or edit the song as needed for sync purposes. This may include, but is not limited to, shortening the track for timing, adjusting the tempo, or editing sections for better compatibility with visual media. Verse, lyrics, or major compositional changes (such as melody, harmony, or structure) will not be made without prior written approval from the Artist. However, approval for minor alterations is implied upon submission, as these are often necessary for sync licensing. If a third-party licensee requests significant changes, such as a remix or added vocals, Versa will consult with the Artist before proceeding, ensuring any major modifications are approved in writing by the Artist prior to licensing.
14. 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 one hundred and twenty dollars (\$120). Artist further agrees that all fees whether submission or subscription are non-refundable. All submission fees and membership fees are due at the time of submission or upon signing up for a membership, as applicable. Payments can be made through accepted payment methods, including PayPal, Stripe, or direct deposit, as provided by Versa Library. For subscription-based memberships, the payment for the membership fee will be automatically charged on the renewal date of the subscription date, or at the beginning of each new billing cycle. If any payment is not successfully processed or a transaction fails, Versa Library reserves the right to suspend or terminate access to the platform, briefs, opportunities, and community benefits until payment is made in full. In the case of late payments, a grace period of five (5) days will be provided, after which a late fee of ten percent (10%) of the outstanding balance may be applied. If the payment remains overdue after five (5) days, Versa Library reserves the right to remove any submitted music from active pitching and suspend any further submissions and access until payment is received. Artist acknowledges that submission fees and membership fees are administrative fees associated with the review, ingestion, and consideration of submitted material, and do not constitute payment for pitching, placement, or licensing services, nor do they guarantee consideration, pitching, or placement.
15. Artist acknowledges that submission of music and/or payment of submission or membership fees constitutes electronic acceptance of this Agreement and that this Agreement is enforceable as a legally binding clickwrap agreement.
16. 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.
17. Versa Library shall provide proper credit to Artist for the use of the Songs given a secured license.
18. If Artist cancels their subscription, their access to Versa Library's platform, briefs, opportunities, and community benefits will end at the conclusion of their current billing cycle. Versa Library retains the right to continue pitching previously submitted music unless the Member specifically requests its



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removal in writing with a thirty (30) day notice, in which Versa Library will begin the process of removing the tracks from active pitching. However, any music that has already been placed, licensed, or is under negotiation at the time of cancellation will remain governed by the original licensing agreement and the terms therein. If the Artist cancels and later rejoins, their previously submitted music will remain active in Versa's system and available for future pitching unless the Artist has requested its removal. If a placement is secured for an Artist's track before or after their cancellation, the Artist will still be entitled to receive any due payments or royalties under the agreed terms of the original licensing agreement, even after termination.

19. Versa Library is committed to complying with applicable data protection laws, including the General Data Protection Regulation (GDPR) for international artists submitting songs. Any personal data collected from the Artist will be processed solely for the purposes of this Agreement and stored securely. The Artist's personal data will not be shared with third parties without consent, except as required by law or for the fulfillment of licensing agreements. The Artist has the right to access, correct, or request the deletion of their personal data in accordance with applicable data protection laws.
20. 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.
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 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.
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. 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.
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' 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. In no event shall Versa Library's total cumulative liability arising out of or related to this Agreement



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exceed the total Licensing Fees actually received by Versa Library for the applicable Song(s) during the Term.

24. 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.
25. This Agreement shall be governed by and construed under the laws of the State of California.
26. 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.