

## Introduction

---

Below you'll see the synchronisation licence terms and conditions rights to use and distribute the music of LO-WAVE RECORDS LTD. For those of you who don't speak legalese, here is a brief summary of what the document contains.

This is an agreement between two parties: LO-WAVE RECORDS LTD (the licensor) and the content creator or their agent (the licensee).

The terms and conditions lay out how you may use the music produced by LO-WAVE RECORDS LTD on your online content for YouTube, Twitch and other platforms.

Rights are granted for use of the music in all territories worldwide, forever on any broadcast platforms and on all media. Use is non-exclusive - meaning you can invite others to use the music on their own content.

The only limit is that the music may not be used on illegal or immoral content. For instance, discriminatory or racist content.

## Synchronisation Licence Agreement

---

### Recitals

- The Licensor owns or controls the copyright in certain musical works and sound recordings (the "Works").
- The Licensee wishes to use and distribute the Works in connection with their online content for YouTube, Twitch and other platforms (the "Content").
- The Licensor agrees to grant the Licensee a licence to synchronise the Works with the Content, subject to the terms and conditions of this agreement.

### Terms and Conditions

#### 1. Grant of Licence

- 1.1. The Licensor hereby grants to the Licensee a non-exclusive, worldwide, perpetual licence to synchronise the Works with the Content, and to reproduce, distribute, stream, broadcast, perform, communicate to the public and otherwise exploit the Content incorporating the Works in all media now known or hereafter devised.
- 1.2. Licensee will be under no obligation to pay Licensor royalties for the use of the Works, whether mechanical, public performance, synchronisation or otherwise.
- 1.3. The Licensee shall not use the Works in any manner that is illegal, immoral, discriminatory or derogatory to the Licensor, the Works or any third party.
- 1.4. The Licensee may not alter, edit, remix, sample or otherwise modify the Works without the prior written consent of the Licensor.
- 1.5. The Licensee shall not grant any sub-licences or assign any rights under this agreement without the prior written consent of the Licensor.

## 2. Credit and Promotion

- 2.1. Upon request, the Licensee shall provide the Licensor with a copy of each Content incorporating the Works.
- 2.2. The Licensee grants to the Licensor a royalty-free, non-exclusive, worldwide, perpetual licence to use and reproduce excerpts of the Content incorporating the Works for promotional purposes.

## 3. Warranties and Indemnities

- 3.1. The Licensor warrants that it has the full right and authority to enter into this agreement and to grant the licence herein, and that the use of the Works under this agreement will not infringe any intellectual property rights or other rights of any third party.
- 3.2. The Licensee warrants that it has obtained all necessary consents, permissions and clearances for the use of any third party materials in connection with the Content, and that the Content will not infringe any intellectual property rights or other rights of any third party.
- 3.3. Each party agrees to indemnify, defend and hold harmless the other party from and against any claims, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of or relating to any breach or alleged breach of this agreement by such party.

## 4. Termination

- 4.1. This agreement may be terminated by either party upon written notice if the other party commits a material breach of this agreement and fails to remedy such breach within 30 days of receiving such notice.
- 4.2. Upon termination of this agreement, the Licensee shall cease all use of the Works.
- 4.3. Termination of this agreement shall not affect any rights or obligations that have accrued prior to such termination, nor any provisions that are intended to survive such termination.

## 5. Amendment

- 5.1. This agreement may be amended only by a written instrument signed by both parties.

## 6. Governing Law and Jurisdiction

- 6.1. This agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 6.2. Any dispute arising out of or relating to this agreement shall be submitted to the exclusive jurisdiction of the courts of England and Wales.

## 7. Entire Agreement

- 7.1. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, understandings or representations, whether written or oral.

# Schedule A

---

## Credit Specifications

The Licensee shall credit the Licensor and the Works as follows:

### On YouTube:

In the description box of each video incorporating the Works, include the following information:

- Title of the Work
- Link to the Works on the streaming service
- Link to the Licensor's website

### On Twitch:

In the chat box or on-screen overlay of each stream incorporating the Works, include the following information:

- Title of the Work
- Link to the Works on the streaming service
- Link to the Licensor's website

### On other platforms:

In a prominent and visible location on each platform incorporating the Works, include the following information:

- Title of the Work
- Link to the Works on the streaming service
- Link to the Licensor's website