

Master clearance guaranteed for any samples in this Highline Audio product.

In exchange for your payment of the license fee ("**License Fee**") associated with the applicable sound recording and/or sample provided via this website (each, a "**Sample**"), we grant you a non-exclusive, non-transferable, perpetual right to publicly perform, distribute, or transmit the Sample in combination with other sounds in music productions to create new recordings ("**Recording(s)**"), each of which shall be considered a "derivative work," as such term is used in the United States Copyright Act of 1976, as amended. This license allows you to modify, reproduce and use the Sample as incorporated in your Recording solely pursuant to the following terms and conditions:

(a) You may use any Sample solely for Recordings on your own personal projects which are distributed solely by you independently without any additional obligation to the Sample owner other than the License Fee as provided above, provided that in the event that any Recording exceeds One Million (1,000,000) streams across Apple Music, Spotify and YouTube, you shall be required to immediately obtain formal clearance of the Sample for use in the Recording pursuant to procedure outlined in paragraph 1(d) below.

(b) You may not use or sublicense any Sample on its own as sound effects, loops, or as source material for any other form of sample, regardless of whether or not the Sample is modified by you pursuant to the terms listed.

(c) You may not: (i) use or sublicense any Sample in a manner which is competitive to Highline Audio or the Sample owner; (ii) redistribute any Sample in new sample packs; (iii) sublicense, sell, loan, share, lend, broadcast, rent, lease, assign, distribute, or transfer any Sample to a third-party except as incorporated into a Recording; or (iv) use the name, image, likeness or other form of

identity of the artist, producer and/or writer associated with a Sample in any way without such artist, producer, and/or writer's express written consent.

(d) With respect to commercial exploitations of Recording(s) containing any Sample, you shall not sell, license, or otherwise commercially exploit any Recording(s) containing any Sample via a third-party "Major Record Label" (as defined below), "Qualifying Independent Label" (as defined below) or "Synch License Company" without: (A) contacting us so that you can obtain formal clearance of the Sample for use in the Recording(s); (B) allocating no less than fifty percent (50%) or a fair percentage split agreed on by both parties of any advances, royalties, and/or publishing ownership received by you from the Major Record Label or Qualifying Independent Label (as applicable) in connection with the Recording(s); and (C) ensuring that the Sample owner or owners are credited as co-producers in connection with all commercial exploitations of the Recording(s) on the liner notes of any singles or albums (in any configuration) embodied the Recording(s), including meta-data where applicable, as well as any advertisements in connection with the Recording(s).

(e) As used herein:

(i) "**Major Record Label**" shall mean a record label or company: (i) which is a parent or subsidiary of, and/or is affiliated with (i.e., shares common ownership with), one of the "major" distributors in the United States (major three distributors are Sony, Universal and the Warner Music Group/WEA), (ii) which is a parent or subsidiary of, and/or is affiliated with, one of the so-called "indie" distributors which provide national distribution (which "indie" distributors presently include, without limitation, Caroline, ADA, InGrooves, The Orchard, Rounder, Kobalt/AWAL, BMG and E1), and/or (iii) whose records are distributed by any such "major" or "indie" record label, company or distributor including without limitation, Company's own record label.

(ii) “**Qualifying Independent Label**” shall mean any record label or company not included in the definition of Major Record Label as provided in paragraph 1(e)(i) above which has distributed any album and/or master which has exceeded a total of Two Hundred Thousand (200,000) streams on Apple Music, Spotify, YouTube or any other major music platform in any given calendar month, or greater than an aggregate of One Million (1,000,000) streams on Apple Music, Spotify, YouTube or any other major music platform in total.

(iii) “**Synch License Company**” If a sample is used for commercial purposes or gets a commercial placement (like on TV shows, commercials, movies) please contact us so that you can obtain formal clearance of the Sample for use in the Recording(s).

Contact us at info@highlineaudio.com and include the following information:

- Name of Sample
- Name of Product the Sample is from
- Name of Label and Artist requesting use of sampled song
- Name of song or composition (for sync license deals)
- Contact info - email and phone number