

## **AudioGold Productions 2021-2022 Client Agreement**

This agreement (“Agreement”), effective as of the date the Agreement is fully executed (“Effective Date”), is entered into by and between AudioGold Productions (collectively referred to as “AudioGold”) on the one hand, and the party identified by purchasing, reviewing, accepting, downloading, copying, practicing with, competing with and/or distributing the Work in any way (“User”) on the other hand, regarding music to be provided for coaches, teams and other participants in cheer or dance-related events.

WHEREAS, User is engaged in the business of acquiring original recordings and licensed musical compositions from AudioGold for cheer and dance team performances, and

WHEREAS, AudioGold would like to provide User with original recordings and licensed musical compositions,

RECITALS:

(A) AudioGold owns all proprietary rights in and to the copyrightable and/or copyrighted works as described in Appendix A, and has obtained the correct licenses and payed the royalties pertaining to all third party musical compositions as described in Appendix B, both incorporated herein by reference, and hereinafter collectively known as the “Work”, and has the exclusive right to license to others the right to produce, copy, make, and perform choreographed routines to the Work.

(B) AudioGold owns all rights in and to the Work and retains all rights to the Work, which are not transferred herein, and retains all common law copyrights and all federal copyrights which have been, or which may be, granted by the Library of Congress.

(C) AudioGold has the sole proprietary right to edit, change, modify, remix, or alter work.

(C) User desires to obtain, and AudioGold has agreed to grant, a license authorizing the use of the Work by User in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration as set forth herein, AudioGold and User agree as follows:

### **1. Grant of License.**

(A) AudioGold hereby grants to User, in accordance with the terms and conditions of this Agreement, a non-exclusive, non-transferrable license to use the Work in the course of its business and for its own internal business purposes, and for no other purpose whatsoever without the express written permission of AudioGold. User shall not sell or distribute the Work in any way. User may copy the Work in accordance with the terms of this Agreement, for distribution only among teammates and athletes enrolled with User for the purpose of practice in connection with the Work. Any other use made by User shall only occur upon the receipt of prior written approval from AudioGold.

(B) User shall not sell, grant sub-licenses or distribute the Work in any way without the prior express written approval of AudioGold.

(C) User hereby accepts such license and agrees that User shall not use the Work except in accordance with the terms and conditions of this Agreement. User acknowledges and agrees that the license granted herein is non-exclusive and that AudioGold may license others to use portions the Work.

## **2. Representation & Warranty:**

(A) User warrants and represents: (i) it has full power and authority to enter into this Agreement; (ii) upon entering this agreement User will not violate or conflict with the terms of any other agreement to which it may be bound; (iii) the performance of User in connection the Work will not infringe upon or violate any rights of any kind of third party.

## **3. Term and Termination.**

(A) This Agreement shall commence as of the Effective Date of May 1, 2021 or the date it is agreed upon by both parties and shall continue in full force and effect until the Termination Date of June 1, 2022, unless either party provides written notice of termination to the other party, not less than thirty days prior to the Termination Date.

(B) In the event that User sells all of its assets to a third party, or otherwise ceases to exist in its current form, AudioGold, at its discretion, may immediately terminate this Agreement.

(C) Upon termination or expiration of the license granted under this Agreement by operation of law or otherwise, all rights, including the right to use the Work, privileges and obligations arising from this Agreement shall cease to exist.

## **4. Fees.**

User agrees to pay AudioGold a one time royalty of the price agreed upon in correspondence with the Work Licensed, upon execution of this Agreement. Renewals or extensions of this Agreement are subject to additional fees, to be agreed upon by the Parties prior to renewal or extension.

## **5. Use of the Work.**

(A) AudioGold shall have control over the quality of use of the Work and the quality of any goods and/or services sold under or related to the Work.

(B) User shall provide AudioGold, upon AudioGold's request, with representative samples of how User is using the Work. If, at any time, any use of the Work fails to conform to AudioGold's standards, AudioGold may provide to User notice of said failure. User shall cure said failure within fifteen days from the date of such notice. In the event that said failure is not cured within the period described in the preceding sentence, AudioGold may then terminate this Agreement immediately, non-conforming copies of the Work destroyed or promptly submitted to AudioGold.

(C) User may not edit, change, modify, remix, or alter the Work in any way. If the Work is edited, changed, modified, remixed, or altered outside the hands of AudioGold, Agreement will be breached and User then immediately, without notice, assumes all responsibility for any suits, claims, losses, damages, expenses, liability and/or infringement that arises from the Work.

## **6. Indemnification.**

(A) User shall fully indemnify, defend, and hold AudioGold, its employees, agents, attorneys, consultants, officers, directors, and any person acting on AudioGold's behalf as well as its parent companies, subsidiaries and affiliates harmless from and against any and all claims, losses, damages,

expenses, and liability — other than those for infringement, including without limitation, suits arising from offering, promoting, advertising, sale, or use by User, or any of its authorized sub-licenses, of the Work, whether or not such use conforms to standards set by AudioGold, provided that such claim, loss, damage, expense, or liability does not arise from the negligence of AudioGold.

(B) AudioGold has the right, but shall not be obligated, to obtain and maintain federal intellectual property registration of the Work. In the event that User becomes aware of any claimed or alleged infringement of the Work by a third party, User shall promptly advise AudioGold in writing of the nature and extent of such infringement or dilution. AudioGold has no obligation to take any action whatsoever in the event that any infringement or dilution occurs with respect to the Work, but AudioGold shall have the sole right to determine whether any action shall be taken. In the event AudioGold sues or takes other action, legal, equitable, administrative, or otherwise, to stop an infringement or dilution of the Work, User shall cooperate fully with AudioGold. User has no right to enforce the Work through litigation without prior written authorization of AudioGold. In any legal action arising from use, or ownership rights of the Work, where both AudioGold and User are co-parties, AudioGold retains the right to control the litigation, including any and all settlement negotiations.

**7. Assignment.** This Agreement (including, without limitation, the license granted hereunder) is personal to User and shall not be assigned or transferred by User, including, without limitation, by operation of law, except that, and only with prompt written notice to AudioGold, the Agreement may be transferred to a purchaser of all or substantially all of the assets of User. Any attempt on the part of User to assign, sublicense, or transfer User's rights under this Agreement, except as provided herein, shall be invalid and void. AudioGold shall have the right to assign and/or license its rights and obligations under this Agreement and all its right, title and interest in the Work without the consent of User.

**8. Notices.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and delivered personally or by registered or certified mail, return receipt requested, with postage prepaid and addressed to the following persons and addresses, or to such other addresses or persons as any party may request by notice in writing to the other such party.

**9. Synchronization.** In the event that the User, or any third party in connection with the User, be it event producers or online media, wish to synchronize and publicly perform the Work in timed relation with any audio-visual transmissions of such User's cheer or dance performance, User shall contact AudioGold before synchronization of the Work. In the event that User is performing with a 100% original creation from AudioGold, such as the "Pure Gold" music package offered by AudioGold, User may grant the right to synch the Work with audio-visual transmissions for the sole purpose of competition and not for monetary gain. These rights in no way give User ownership of the Work, either in part or in full, and does not grant User the right to transfer, give, or sublicense the Work in any way.

**10. Worlds and Virtual Competitions.** In the event that the User will be performing at the USASF Worlds and/or any Virtual competitions and/or any livestream or public broadcast competitions, User may only grant such competitions the ability to synchronize the Work with User's public performance if User is competing with a 100% original creation from AudioGold, such as the "Pure Gold" music package offered by AudioGold. User and all third parties, be it event producers, online media, or television broadcast may not earn royalties from Work or any synchronizations connected to the Work. These rights in no way give User ownership of the Work, either in part or in full, and does not grant User the right to transfer, give, or sublicense the Work in any way.

**11. Entire Agreement:** This represents the entire agreement, binding agreement between the parties. Any changes or additions to this agreement must be made in writing signed by both parties.

Accepted and Agreed to by:

AudioGold

User

By purchasing, reviewing, accepting, downloading, copying, signing, practicing with, competing with and/or distributing the Work in any way you hereby accept and agree to the terms of this Agreement in full.

### **Appendix A**

#### **Content Created By AudioGold**

- This includes any content created by AudioGold, including but not limited to: sound recordings, voice-overs, beats, sound effects, loops, vocals, instruments, songs, raps, and musical compositions.

### **Appendix B**

#### **Content Licensed By AudioGold From Third Parties**

- This includes all content created by third parties, including but not limited to: sound recordings, voice-overs, beats, sound effects, loops, vocals, instruments, songs, raps, and musical compositions which AudioGold has properly obtained the licenses to and has payed the correct royalty fees.