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Allentown, Pennsylvania 18109
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(b) You shall tender payment of the License Fee via credit card, Automated Clearing House ("ACH") debit from your U.S. bank account, or PayPal account.

11. Term and Termination.

(a) This Agreement shall enter into force upon your acceptance of the terms set forth herein and will be used for a single use Recording (Standard License) or if this is a subscription license, automatically prolonged for periods of either one (1) month or twelve (12) months depending on your chosen payment plan (each such period constitutes a "**Subscription Period**") until terminated by you or by Alibi prior to the end of the then-current Subscription Period

(b) Alibi may immediately restrict, terminate, or suspend your account in the event of any breach by you of the License granted under this Agreement, or of this Agreement, or any other agreement between you and Alibi.

(c) You acknowledge and agree that any termination pursuant to this Section, shall render any copy, reproduction, exhibition, public display, public performance, digital transmission, and/or other use of the Recording rendered subsequent to such termination as unauthorized and subject to the rights and remedies provided by law, including copyright, and equity. Any termination pursuant to this Section shall be in addition to any other right or remedy which any party may have at law, in equity or under this Agreement.

(d) After termination of this Agreement has taken effect, you are no longer entitled to use and access the Alibi music library and shall return to Alibi, or otherwise destroy or remove from any storage, any and all copies of the music catalog and the Recordings contained therein.

(e) For clarity and subject to your compliance with the terms herein and the ones in your Single or Subscription Use, you may continue to distribute your Projects provided that your Projects are completed, uploaded, and published during the term of this Agreement.

12. Licensee's Representations and Warranties.

At all times relevant hereto, Licensee represents, warrants and covenants that:

(a) Licensee has all right, power and authority to enter into this Agreement and to carry out the terms and provisions of this Agreement and the Order;

(b) Licensee has secured all third party consents, licenses and/or permissions necessary to enter into and perform under this Agreement and the Order and no further action or authorization on the part of Licensee or any third party, or payment to any third party, is necessary to carry out the terms and conditions of this Agreement or the Order;

(c) all information provided by Licensee in connection with this Agreement, the Order, and Licensee's account are complete and correct in all respects;

(d) there is no agreement, understanding, license, right, restriction, settlement, consent, judgment, order, or pending or, to Licensee's knowledge, threatened litigation, arbitration, injunction or administrative proceeding that restricts, impairs, limits or otherwise adversely affects, or which could be reasonably expected to restrict, impair, limit or otherwise adversely affect, the Order or Licensee's ability to perform its obligations under this Agreement;

(e) Licensee has consulted with legal, financial, tax and other advisors regarding the implications of the Order or has knowingly waived its right to do so, and Licensee enters into the Order with full knowledge and understanding of the legal, financial, tax and other consequences of the Order;

(f) Licensee warrants that the representations made by Licensee for the Order in which the Recording is to be used is accurate. In the event that the Licensee has misrepresented the Order or Territory or any other aspect of the use of the Recording, Licensor shall be entitled to any additional fee to which Licensee is entitled under the rates stated on the website from which this license was produced, plus any legal fees or costs for collecting said fee.

(g) Licensee shall comply with all applicable laws, rules, regulations and orders (as they may be amended from time to time); and

(h) Licensee shall be solely and exclusively responsible for determining and complying with any parental advisory or warning required by any and all jurisdictions in the Territory.

13. Alibi's Representations and Warranties; Disclaimers

(a) Alibi represents and warrants that Alibi has all right, power and authority to enter into this Agreement and to carry out the terms and provisions of this Agreement applicable to Alibi.

(b) LICENSEE ACKNOWLEDGES AND AGREES THAT THE SITE, ALL SERVICES PROVIDED OR PERFORMED BY ALIBI AND, AS BETWEEN ALIBI (ON THE ONE HAND) AND LICENSEE (ON THE OTHER HAND), THE RECORDING IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, RULES, REGULATIONS OR ORDERS (EXCEPT AS EXPRESSLY SET FORTH IN SECTION (a) above), ALIBI EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL AND WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE RELIABILITY OR PERFORMANCE OF THE SITE OR THE SERVICES PROVIDED OR PERFORMED BY ALIBI, THE RELIABILITY, PERFORMANCE, ACCURACY OR COMPLETENESS OF THE RECORDING OR ANY INFORMATION OR MATERIALS PROVIDED BY ALIBI OR AVAILABLE ON ITS SITE, OR ANY PUBLICATION, PERFORMANCE OR OTHER USE, COMMERCIALIZATION OR EXPLOITATION OF THE RECORDING BY LICENSEE OR ANY THIRD PARTY. NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY LICENSEE FROM ALIBI SHALL CREATE ANY WARRANTY ON BEHALF OF ALIBI IN THIS REGARD. SOME ASPECTS OF THIS SECTION MAY NOT APPLY IN SOME JURISDICTIONS, SOLELY TO THE EXTENT PROHIBITED BY THE APPLICABLE LAWS OF SUCH JURISDICTIONS.

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(a) Licensee shall indemnify, defend and hold harmless Alibi and its affiliates, and all officers, directors, employees, agents, owners and representatives of any of the foregoing (collectively, "Related Parties") from and against any and all claims, actions, demands, losses, liability, damages, costs and expenses, including reasonable attorneys' fees (collectively, "Liability"), arising out of or related to

(i) any breach of any of the representations, warranties or covenants made in this Agreement by Licensee,

(ii) subject to Section 7, above, any copy, reproduction, publication, exhibition, public performance, digital transmission, or other use, commercialization or exploitation of the Recording by Licensee, the beneficial licensee, or any third party that obtains (or purports to

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(iii) taxes, including any interest or penalty, imposed, assessed, or levied against Alibi or any Related Parties and payable in connection with the Order, other than taxes based solely on net incomes.

(b) Alibi may maintain professional liability insurance covering any errors, omissions, and negligent acts in the performance or failure to perform under this Agreement or any Order. Such insurance shall have coverage limits and policy details determined by Alibi from time to time. This Section shall in no way

(i) limit, relieve or otherwise affect any obligations or liability of Licensee as established elsewhere in this Agreement or otherwise, including under applicable law (including but not limited to defense and indemnity obligations of Licensee), or

(ii) create any obligation or liability for Alibi that Alibi does not otherwise expressly agree to under this Agreement or which is limited or excluded hereof.

15. Limitations on Liability.

(a) IN NO EVENT SHALL ALIBI OR ANY OF ITS RELATED PARTIES BE LIABLE TO LICENSEE OR ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS, OR LOSS OF GOODWILL, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SITE, EVEN IF ALIBI OR ANY OF ITS RELATED PARTIES HAVE BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

(b) REGARDLESS OF THE PREVIOUS PARAGRAPHS, IF ALIBI IS FOUND TO BE LIABLE, THE AGGREGATE LIABILITY OF ALIBI FOR CLAIMS ARISING UNDER THIS AGREEMENT, ANY ORDER OR OTHERWISE SHALL BE LIMITED TO THE LESSER OF ONE HUNDRED DOLLARS (\$100.00) OR THE FEES ACTUALLY PAID TO AND RETAINED BY ALIBI FOR USE OF THE SITE AND THE SYNCHRONIZATION LICENSE SERVICES IN CONNECTION WITH THE ORDER GIVING RISE TO THE LIABILITY.

(c) LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT ALIBI DOES NOT CREATE OR ENDORSE, AND ALIBI SHALL NOT HAVE ANY LIABILITY WITH RESPECT TO, THE RECORDING OR ANY USE OR EXPLOITATION OF THE RECORDING BY LICENSEE, BENEFICIAL LICENSEE, OR ANY OTHER THIRD PARTY. ALIBI SHALL HAVE NO LIABILITY WITH RESPECT TO

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(ii) ANY BREACH OF THIS AGREEMENT BY OR ANY ACT OR OMISSION OF LICENSEE, OR

(iii) INABILITY TO ENFORCE THIS AGREEMENT, ANY ORDER, OR ANY TERM OR CONDITION HEREOF OR THEREOF.

16. U.S. Export Controls. Software available in connection with the Site and/or the Services (the "Software") is further subject to United States export controls. No Software may be downloaded from the Site or from the Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

17. Legal Disputes; Governing Law; Venue. PLEASE READ THIS PROVISION CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. You agree that any claim or dispute that may arise between you and Alibi with respect to this Agreement will be resolved in accordance with this Section.

(a) Applicable Law. You agree that, except to the extent inconsistent with or preempted by federal law, this Agreement and any claim or dispute that may arise between you and any Related Party under it shall be construed under the laws of the State of Pennsylvania, without regard to its conflict of laws rules. You hereby consent to, shall be subject to, and shall submit to the jurisdiction of the Federal and state courts located in the County of Northampton, Commonwealth of Pennsylvania, which courts shall have sole and exclusive jurisdiction thereof. You hereby waive any and all other jurisdictions, without limitation.

(b) Agreement to Arbitrate. You and Alibi agree that any and all claims and disputes arising between us pursuant to this Agreement and your use of the Site or the Services shall be resolved exclusively through final and binding arbitration as detailed in the Terms of Use.

18. Notices.

(a) Unless otherwise specifically provided elsewhere in the context in which it applies, any notice required or permitted to be given to any party to this Agreement, or any other agreement between you and Alibi, shall be in writing and shall

(i) if to Alibi, be either personally delivered by hand, delivered by prepaid courier or sent by prepaid registered mail and shall be deemed received upon delivery, and

(ii) if to you, be delivered either via email, or by being posted as a notification to your account.

(b) Any such notice shall be delivered or sent:

(i) if to Alibi at the address at the top of this Agreement, Attn: Legal, and

(ii) if to you, either to the email address specified in connection with your account, or by being posted as a notification to your account.

(c) The address at which notice may be given to Alibi may be changed by Alibi by giving you written notice as provided in this Section.

19. Force Majeure. Alibi shall not be liable for any delay or failure in performance resulting from acts or occurrences beyond the reasonable control of Alibi, including, without limitation, (and whether similar or dissimilar) acts of God, acts of war, terrorism, pandemic, epidemic, riot, fire, flood, or other disaster or other natural occurrence, acts of government, strike, lockout, or power or Internet failure.

20. Assignment. Except as specifically provided above, with respect to the beneficial licensee, if any, you may not assign or transfer any of your rights or obligations under this Agreement, without the prior written consent of Alibi, which consent Alibi may withhold in its sole discretion, and any such attempted assignment or transfer without such prior written consent shall be null and void. Alibi may transfer this Agreement and/or wholly or partially assign or pledge any of its rights and/or obligations under this Agreement to any third party provided that such third party agrees to be bound to this Agreement. This Agreement shall be binding on the parties and their respective successors and permitted assigns.

21. Relationship of the Parties. You and Alibi enter into this Agreement as independent contractors, and neither Alibi nor you shall be or construed to be a partner, joint venturer, agent or employee of the other party.

22. Severability. If any provision of these this Agreement shall be held void, voidable, invalid or inoperative, no other provision of the Agreement shall be affected as a result thereof and, accordingly, the remaining provisions of the Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision has not been contained herein.

23. Waiver. No modification, amendment, waiver, termination or discharge of this Agreement or provisions hereof shall be binding upon Alibi unless confirmed by a written instrument and signed by Alibi. No waiver by Alibi of any of this Agreement or provisions hereof or of any default hereunder shall affect the respective rights of Alibi thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

24. Survival. The provisions of this Agreement which, by their nature should survive the termination of the Agreement, shall survive such termination.

25. General: This license is binding upon and shall inure to the benefit of the respective Licensor, Licensee, successors, and assigns of the parties hereto. This agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof. This agreement has been entered into in the Commonwealth of Pennsylvania, and its validity, construction, interpretation and legal effect shall be governed solely by and under the laws of the Commonwealth of Pennsylvania, applicable to contracts entered into and performed entirely within the Commonwealth of Pennsylvania. All parties consent to and shall submit to the jurisdiction of the Federal and state courts located in the County of Northampton, Commonwealth of Pennsylvania, which courts shall have sole and exclusive jurisdiction thereof. All parties hereby waive any and all other jurisdictions, without limitation.

Updated: June 1, 2021