

## MUSIC LICENSE AGREEMENT

PLEASE BE SURE THAT YOU READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT. BY SIGNING THIS AGREEMENT, YOU ARE ENTERING INTO A LICENSE AGREEMENT WITH PERSONALIZED BEAUTY DISCOVERY, INC. d/b/a IPSY AND GIVING YOUR UNCONDITIONAL CONSENT TO BE BOUND BY ALL OF THE TERMS STATED HEREIN. IF YOU DO NOT ACCEPT ANY OR ALL OF THE TERMS OF THIS AGREEMENT, DO NOT SIGN OR SUBMIT THIS AGREEMENT TO US.

This Music License Agreement (this “**Agreement**”) is entered into as of the date of your signature below (the “**Effective Date**”) by and between Personalized Beauty Discovery, Inc., a Delaware corporation (“**Licensor**”) and the Party identified below (“**Licensee**”/“**You**”/“**Your**”) (collectively, the “**Parties**”).

WHEREAS, Licensor has been granted a limited right to use the composition entitled, “S.L.U.T.” (hereinafter “**Composition**”) embodied in the master recording (the “**Master**” and collectively with the Composition, the “**Song**”) which features the performance of the recording artist professionally known as “Bea Miller” (“**Artist**”) for use in and in synchronization with the promotional video productions created by certain ipsy Open Studios creators; and

WHEREAS, Licensor desires to sub-license these rights to certain ipsy Open Studios creators as part of the #IPSYxBEA campaign for the purposes of promoting the Song through its inclusion within videos created and published by such creators during the Term.

NOW, THEREFORE, in consideration of the promises, conditions, covenants and warranties herein contained, the Parties hereby agree as follows:

**A. Rights Granted.** Subject to the terms and conditions of this Agreement, and provided You are not in material breach or default of this Agreement, Licensor hereby grants to You a personal, limited, non-exclusive right, license and privilege throughout World (“**Territory**”) to use the Song for the following during the “**Term**” (as defined below):

1. Full use of the Song as background vocal/instrumental in one (1) or more videos that You create for Your social media channel (“**Videos**”), and to broadcast such Videos into any country within the Territory;

2. Publicly perform the Song as synchronized in the broadcast or exhibition of the Videos by means of non-downloadable internet on all streaming platforms; subject to compliance with the following requirements:

(a) all Videos uploaded in connection with this campaign during the Term will be identified by including the ‘hashtag’ “#IPSYxBEA”

(b) all Videos uploaded in connection with this License during the Term will include one of the following:

- Verbal mention of the Song within Video body, indicating where the Song can be legally accessed for purchase or streaming;
- A chyron ‘MTV Style’ credit, and an indication of where the Song can be legally accessed for purchase or streaming; or
- An end title card / indication of where the Song can be legally accessed for purchase or streaming.

(c) under no circumstances is the exploitation of the Song to be considered a direct endorsement with any individual product, or brand, that may appear in the Videos.

### **B. Term and Termination**

1. The term of this Agreement (the “**Term**”) begins on the Effective Date and ends on May 18, 2018. You will not be required to remove or take down any of Your Videos uploaded to Your social media channels during the Term and such Videos may remain on the Your social media channels after the Term for historical and archival purposes; provided that such Videos comply with the terms and conditions of this Agreement.

2. You may monetize your Videos containing the Song during the Term only, provided that You agree that You won’t make any claim against Licensor or Hollywood Records, Inc., Visa Ville Music, Big Deal Hits, Seven Summits Music or Songs of Annika (the “**Publishers**”) or anyone else connected with the publication of the Song. Your use of the Song will not give You any ownership or other rights to the Song or any other material owned by the Publishers.

3. This Agreement shall be subject to termination at the election of Licensor, by written notice to You, where there has been a default in the due observance or performance of any material covenant, condition or agreement herein

by You, and such default has continued for a period of ten (10) days (reducible in circumstances of exigency) after written notice specifying the same shall have been given by Licensor.

4. Upon termination or expiration of this Agreement, You shall immediately cease monetizing the Video(s). Notwithstanding the foregoing, You are not required to take down your Video after the Term of this Agreement has expired; provided, however that such Video shall only remain available for historical or archival purposes as set forth herein.

5. Termination or expiration of this Agreement shall not extinguish any of Licensor's or Licensee's obligations under this Agreement which by their terms continue after the date of termination or expiration.

**C. Licensee's Rights and Obligations.** Licensee shall be the sole owner of the Videos and all proprietary rights in and to the Videos; except, such ownership shall not include ownership of the copyrights and/or publishing rights in and to the Song or any other rights to the Song not specifically granted in **Section A** above.

**D. Reservation of Rights.** All rights in and to the Song not specifically granted herein are hereby expressly reserved by Licensor and Publishers. The Song shall not be used by Licensee except as specifically set forth herein. Licensee's use of the Song other than as authorized herein shall be considered an unauthorized use and a breach hereof.

#### **E. Warranty and Indemnification**

1. Each party hereto warrants that it has the legal right to enter into this License and to grant the rights and assume the obligations set forth herein, subject to the terms and conditions set forth herein. In addition, Licensee represents and warrants that (i) it shall use the Song in compliance with all applicable laws; (ii) Licensee's Video shall not be profane, violent, sexually explicit, derogatory, promote alcohol, illegal drugs, weapons, political agenda, be obscene or offensive, or convey a message or image that is damaging to Licensor's or Artist's positive image. This License is granted to and accepted by Licensee without any other warranty or recourse. If said warranty shall be breached in whole or in part, Licensor shall repay to Licensee the consideration theretofore paid to Licensor for this License to the extent of the part thereof which is breached, and such payment shall be Licensee's sole and exclusive remedy hereunder.

2. Licensee shall indemnify and hold harmless Licensor, its officers, directors, agents, employees, successors and assigns from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with (i) any claim that the Videos violate or infringe upon any intellectual property rights or other rights of any third party, except to the extent such claim arises from a breach by Licensor of **Section E.1** above; or (ii) a breach of Licensee's representations, warranties or obligations hereunder. The Parties' representations and warranties and indemnification obligations hereunder shall survive the expiration or termination of this Agreement.

**F. Consequential Damages Waiver.** EXCEPT WITH RESPECT TO SECTION E (WARRANTY AND INDEMNIFICATION), NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS SECTION E SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

#### **G. General Provisions**

1. **Successors/Assigns.** Licensee is prohibited from assigning this Agreement. Any attempt by Licensee to assign this Agreement will be void and the rights granted herein shall cease immediately.

2. **Integration.** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, and may not be modified or amended except by written agreement executed by the Parties hereto.

3. **Governing Law; Forum.** This Agreement shall be governed by the laws of the State of California, applicable to agreements made and to be wholly performed therein. Any controversy arising under this Agreement, if litigated, shall be adjudicated in a court of competent jurisdiction within the County of Los Angeles.

4. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient either: (a) upon delivery when delivered personally or by overnight courier or sent by email; or (b) forty-eight

(48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the Party to be notified. Any such notice shall be addressed to the Party to be notified at such Party's mailing address or email address or both as set forth on the signature page or as subsequently modified by written notice. Notices to Licensor should be sent to Personalized Beauty Discovery, Inc., Attn: General Counsel, 201 Baldwin Ave., Second Floor, San Mateo, CA 94401 or Legal@ipsy.com.

IN WITNESS WHEREOF, the Parties have caused this License Agreement to be executed the day and year set forth below.

BY SIGNING BELOW AND SUBMITTING YOUR COMPLETED INFORMATION, YOU HEREBY UNCONDITIONALLY CONSENT TO BE BOUND BY THE TERMS STATED ABOVE.

**LICENSEE**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Social Media Handles

\_\_\_\_\_  
City, State, Zip Code