

## 1. GENERAL

- 1.1 UBM Records GmbH (hereinafter referred to as "UBM") operates an internet platform on which music recordings (hereinafter referred to as "recordings") are made available to users (hereinafter referred to as "user") for use in audiovisual and audio productions (for example in films, television, advertising, software). UBM sells the necessary rights and licences to these recordings for such uses.
- 1.2 Users can listen to the recordings directly from the online catalogue (hereinafter referred to as "catalogue") at <http://ubm-media.com> and purchase the necessary licences to use the recordings in media productions as set out in the appropriate price list by UBM. UBM provides a licence form for this purpose on the internet platform.
- 1.3 By using the services on the website, the user irrevocably agrees to the following terms and conditions, as amended, between UBM and the user. Conditions of the customer that contradict, differ to or supplement these terms and conditions are excluded. A contractual relationship between UBM and the user only exists on the basis of these terms and conditions. Terms and conditions of the user which are referred to in the user's forms or internet services are expressly rejected.

## 2. USER REGISTRATION

- 2.1 Registration with user name and password is required for the use of all features of the catalogue. UBM will verify the user's registration and then activate it. The user will immediately update the user profile with any changes in their data following registration.
- 2.2 The user has no entitlement to registration and UBM reserves the right to deny registration in individual cases for important reasons.
- 2.3 The user may not make their login details available to third parties. Furthermore, the user guarantees with the latest technology that third parties will not gain access to the login details.
- 2.4 The user agrees to hold UBM free from any liability arising from the unauthorised use of the login details insofar as the user cannot verify that they are not responsible for this.

## 3. LICENCING

- 3.1 UBM will provide the user with a licence form. Insofar as it does not concern a TV service production or a TV in-house production by public television broadcasters or private broadcasters, including IP and web TV (linear programs) who have concluded a general agreement with GEMA, the user will use a formal licence application.
- 3.2 UBM will make a price list available. The licence will be charged according to the price list valid at the time of the licence application.
- 3.3 The licence application can be sent by fax, email or post.
- 3.4 Only following acceptance by UBM of the licence application and following complete payment of the licence fee will the necessary rights be granted to the user by UBM.
- 3.5 UBM reserves the right to reject a licencing without giving any reason.
- 3.6 For each use which occurs without the appropriate licence or which exceeds the scope of a granted licence, at least twice the licencing fee will be due. The right of UBM to assert additional claims for damages remains unaffected.

## 4. SCOPE OF GRANTING OF RIGHTS

- 4.1 The particular uses are specified in the licence application. UBM grants the user the necessary rights for the licenced purpose. Changes to the scope of use and/or further uses are arranged in a separate licence application.
- 4.2 The user is granted no rights to the name of the performer, the composer or to the title. The use of these names requires the prior written consent of UBM.
- 4.3 Usage rights are granted only on a non-exclusive basis.

## 5. RIGHTS MANAGEMENT BY COLLECTING SOCIETIES

- 5.1 Insofar as the performing and broadcasting rights as well as the mechanical reproduction rights to the work are protected by GEMA or another collecting society, the user is obliged to obtain these rights from GEMA or another responsible collecting society. In this case the user is instructed to enter the works used with all necessary information in the appropriate GEMA report form and to forward this to GEMA.
- 5.2 Insofar as the performing and broadcasting rights to the recording are protected by the Gesellschaft zu Verwertung von Leistungsschutzrechten mbH (hereinafter referred to as "GVL") or another collecting society, the user is obliged to obtain these rights from the GVL or another responsible collecting society. In this case the user is instructed to enter the works used with all necessary information in the appropriate GVL report form and to forward this to the GVL.
- 5.3 In particular, when using the recordings for audiovisual advertisements, the user will inform GEMA of this on the corresponding form when registering with GEMA.

## 6. PAYMENT

Following licence approval, UBM will invoice the user. The user will pay this without deduction within 14 days of the invoice date.

## 7. GUARANTEE

UBM indemnifies the user from third party claims (composers, musicians, directors, producers) with regard to the duly licenced manufacturing and synchronisation rights, with the exception of claims by collecting societies (e.g. GEMA) as well as performance protection societies (e.g. GVL).

## 8. LIABILITY

- 8.1 UBM is fully liable for intentional or grossly negligent conduct.
- 8.2 The liability of UBM for ordinary negligence is limited to the cases in which essential contractual obligations are violated. Essential contractual obligations are those obligations which the contract imposes upon a contractual partner in accordance with the sense and purpose of the contract, or those obligations with which compliance makes it possible to properly execute the contract and upon which compliance a party to the agreement may duly rely.
- 8.3 In the case of liability for ordinary negligence concerning the violation of essential contractual obligations pursuant to section 8.2, the liability of UBM is limited to foreseeable, typical damages.
- 8.4 The liability of UBM pursuant to sections 8.2 and 8.3 is limited to the maximum to the amount that the music user pays to UBM per order for the services of UBM.
- 8.5 The aforementioned liability limitations do not apply to claims for injury of life, body or health, or to claims resulting from a guarantee, or from strict liability such as under the German Product Liability Act.
- 8.6 The aforementioned provisions for liability also apply to vicarious agents and legal representatives of UBM.
- 8.7 The provisions for liability apply to all contractual, tortious and statutory claims.

## 9. SAMPLE COPIES AND SCHEMATICS

As far as is possible, and in particular for advertising, the user will provide UBM with a sample copy of the production and as appropriate the broadcaster's schematics.

## 10. DATA PROTECTION

UBM has a separate privacy statement available for the user on the internet platform, which forms a part of these terms and conditions.

## 11. FINAL PROVISIONS

- 11.1 Should a provision of these general terms and conditions be or become invalid or unenforceable, this does not affect the validity of the remaining provisions. In the instance where a provision of these general terms and conditions is invalid or unenforceable, then the valid and enforceable provision which comes closest to that intended by the parties with the invalid or unenforceable provision shall be automatically deemed to be agreed.
- 11.2 Changes to these terms and conditions require the written form. This also applies to any abrogation of this written form requirement.
- 11.3 The exclusive place of performance of all obligations and the exclusive place of jurisdiction for all disputes arising from this contractual relationship is Berlin.
- 11.4 The legal relationship between the user and UBM is subject to German law under exclusion of the UN Convention on Contracts for the International Sale of Goods, irrespective of the nationality and habitual place of residence of the user.

In the event of ambiguity or difference in interpretation of the translated English version of these terms and conditions, the German text shall at all times prevail.