

SYNCHRONIZATION AND MASTER USE LICENSE

THE COPYRIGHTED MATERIAL ("WORK") BEING OFFERED BY CITADEL STREAMING LLC ("Licensor") UNDER THIS LICENSE IS/ARE PROVIDED SOLELY UNDER THE TERMS OF THIS LICENSE ("License"). THE WORK IS PROTECTED BY COPYRIGHT. ANY USE OF THE WORK OTHER THAN AS SPECIFICALLY AUTHORIZED BY THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO OR USING THE WORK(S) HEREIN PROVIDED IN ANY MANNER, YOU AGREE TO BE BOUND BY THIS LICENSE.

1. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Licensor hereby grants to you ("User") a gratis, worldwide, non-exclusive, royalty-free, non-transferable, non-assignable license to use, copy, publicly perform and display, synchronize with video, the Citadel Streaming LLC music, song(s), and sound recording(s) ("Property"), which may be available to you on the Licensor's web site, and music distribution and streaming services that carry Citadel Streaming LLC Property ("Distribution Services").

2. By accessing any of the Distribution Services and downloading or streaming any Property, and for each and every Property downloaded or streamed, User expressly agrees that the terms and limitations of this License apply to User and User's use of the Property.

3. The Property, and each song that is the subject of this License includes the recording, composition, and other content embodied therein.

4. The Property may be used **solely and exclusively** in connection with User videos that are contained on User's Twitch, YouTube, Podcast or equivalent channels ("User Content"), in perpetuity. For the avoidance of doubt, as long as User complies with this License, User will be under no obligation to pay Licensor royalties for the use of the Property, whether mechanical, public performance, synchronization or otherwise, except in those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, in which case Licensor reserves the right to collect such royalties for any exercise by User of the rights granted under this License.

5. All rights not expressly granted by Licensor are hereby reserved. User may not sublicense the Property or assign this License to any other person or entity. User shall not (a) make available, reproduce, distribute, resell, or perform, the Property separately from the User Content into which the Property has been incorporated (e.g., standalone distribution, performance, sale or reproduction of the Property is expressly prohibited); (b) use the Property in connection with defamatory, or fraudulent content or in connection with pornographic or illegal images, sounds, or content, or any depictions of illegal activity whatsoever,

whether directly or in context or by juxtaposition with other materials; (c) make any change to the Property, including the making of any derivatives thereof, or any sampling, remixing or other edits; or (d) change the Property, including altering the harmonic structure or melody of the Property.

6. Except as set forth herein, User is prohibited from making any commercial public performance of the Video in connection with any medium, regardless of whether such medium retains valid performance licenses from the American Society of Composers, Authors and Publishers (“ASCAP”), Broadcast Music, Inc. (“BMI”), or other applicable performing rights society.

7. In connection with each use of the Property, User shall make reasonable efforts for the medium to provide: (i) the name of the author; (ii) the title; and (iii) if supplied, the URL associated with the author of the Property (for example, the website address for the artist or composer). User may not implicitly or explicitly imply any connection with, sponsorship or endorsement by Licensor of User, User’s use of the Property, or any product or service without the separate prior written permission of Licensor. User shall also incorporate all applicable notices of copyright, trademark, or other proprietary rights that Licensor requires to be incorporated into any media that contains or uses the Property. User is hereby granted a non-exclusive license to use Licensor’s professional name in connection with the Property.

8. Licensor agrees to defend, indemnify and hold harmless User from and against any and all claims, damages, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from Licensor’s violation of any third-party rights in or to the Property, including, without limitation, copyrights. User agrees to defend, indemnify and hold harmless Licensor and its officers, directors, employees and agents, from and against any and all claims, damages, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) User’s violation of any term of this agreement; and (ii) User’s use of the Property, except for those matters that are the subject of Licensor’s indemnity obligations.

9. LICENSOR OFFERS THE PROPERTY AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE PROPERTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF DEFECTS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO USER. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO USER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE PROPERTY.

10. Licensor represents, and warrants that Licensor has the necessary licenses, rights, consents, and permissions to grant the rights herein and that User's use of the Property will not infringe any third-party rights. User affirms that he/she is either more than eighteen (18) years of age, or an emancipated minor, or possess legal parental or guardian consent, and is fully able and competent to enter into this License. In any case, User affirms that he/she is over the age of 13, as this website is not intended for children under 14.

11. The User hereby understands that any commercial "public performance" of the Property may require acquisition of a license through ASCAP, BMI or SESAC for a customary or blanket license fee. The User, therefore, hereby acknowledges and agrees that the public performance of the Property as incorporated in the User Content may be subject to the condition that User obtain and pay for any public performance licenses necessary in connection with the exploitation of the rights granted herein. Notwithstanding the foregoing, the rights granted herein include the right to non-commercially publicly perform the Property as incorporated in the User Content

12. This License contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements or understandings, whether oral or written. Each party acknowledges that it is not relying upon any warranty, representation, or promise made by any other party hereto in agreeing to this License. No provision hereof may be waived unless such waiver is in writing and signed by each party. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision. This License may be modified only by a written agreement executed by all of the parties. This License and the rights and liabilities of the parties, shall in all respects be interpreted under the laws of Colorado, and any action to enforce or interpret the terms hereof shall be brought exclusively in the courts of Broomfield County, Colorado. If any provision of this License is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.