



In:ciite Studios General Terms and Conditions for Studio Hire and Post-Production Hire

1. DEFINITIONS

In these terms and conditions, the following definitions shall have the following meanings:

"In:ciite Studios IP" means all rights, title and interest in and to all still photographic images displayed at the Studio and any and all logos, names, trade marks, copyright and all other intellectual property relating to and in the Premises (including without limitation the "In:ciite Studios" and "In:ciite Studios" names and associated logos) belong to and are owned by the Company (and/or the EMI Group);

"Agreement" means the agreement comprised in the Booking Form and these Conditions;

"Booking" means the hire of the Studio for the Hire Period and subject to in:ciite's terms and conditions;

"Booking Fee" means the fee payable by the Client to the Company for the Booking as specified in the Booking Form, or if not specified then as calculated in accordance with the Company's usual charges;

"Booking Form" means any written quotation given by the Company and accepted by the Client (to be deemed accepted when work begins if no prior written acceptance is received by the Company) or the description of supply (but not any "terms and conditions") contained in any written order of the Client accepted by the Company (to be deemed accepted when work begins if no prior written acceptance is received by the Client);

"**Client**" means the person or company referred to in the Booking Form;

"**Client's Equipment**" means any equipment brought onto the Premises by the Client, the Client's Personnel or any agent or contractor for and on behalf of the Client;

"**Client's Own Media**" means the Client's own recording media incorporating pre-recorded material, including without limitation multi-track recordings, tape and computer software;

"**Client's Personnel**" means any persons invited by the Client to enter the Studio during the Booking or engaged by the Client in relation to the Recordings or the Booking;

"**Client's Recording**" means a recording made before the period of Booking which is delivered to the Company by the Client in connection with this Agreement;

"**Company**" means In:ciite Studios;

"**Conditions**" means these terms and conditions;

"**Fees**" means the Booking Fee and the Post-Production Work Fee;

"**Hire Period**" means the period the Studio(s) shall be hired for by the Client as described in the Booking Form;

"**Mastering**" means the processing by the Company of Recordings in accordance with the description in the Booking Form;

"**Master Recording**" means the original recording produced for the Client in the course of the Booking on the media and in the format described in the Booking Form;

"**Operators**" means the staff of the Company;

"**Post-Production Work**" means the post-production processing by the Company of Recordings in accordance with the industry standard;

"**Post-Production Work Fee**" means the fee payable by the Client to the Company for the Post-Production Work as specified and according to industry standard, or if not specified in any other agreement calculated in accordance with the Company's standard charges;

"**Premises**" means the premises containing recording studios owned by the Company located at In:ciite Studios, 320 Billingsly Ct. Franklin, TN 37067.

"**Pre-Production Master**" means a Recording in a form intended for mass production without further material change;

"**Recording**" means any single or multi-track audio and/or audio-visual recording or data programming (or derivative thereof) or any one or more pieces of recorded sound or visual image recorded or used during the Booking or which is the subject of Post-Production Work, including a Pre-production Master or any Client's Recordings;

"**Representatives**" means the persons named in the Booking Form as being authorised by the Client

to instruct the Company on behalf of the Client in respect of the Company's provision of the Post-Production Work;

“**Session Footage**” means all audio and/or audio-visual material documenting the progress and making of the Recording in the Studio during the Hire Period;

“**Studio**” means the recording studio and the equipment specified in the Booking Form; and

“**Work Product**” means the Master Recording, Pre-Production Master or Client Recordings delivered to the Client by the Company which has been the subject of recording, Mastering and/or Post-Production Work.

2. AGREEMENT

These Conditions apply to all Studio(s) hired by the Client to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any quote approval, purchase order, confirmation of order, specification or other document and including any term implied by law, (so far as is possible), trade, custom, practice or course of dealing), unless otherwise expressly agreed in writing by the Company. The Client may only book the Studio(s) for the purpose of instructing the Company to make and deliver the Work Product in accordance with the Agreement and not for any other purpose unless otherwise expressly agreed in writing by Company.

3. STUDIO HIRE

3.1 The Company shall make the Studio and the Operators available to the Client for the Hire Period and shall produce the Recording at the direction and subject to the monitoring and approval of the Client or the Representatives (such approval not to be unreasonably withheld or delayed). The Client shall only permit people directly involved in the Recordings to enter the Studio Building and only during the Hire Period. The Company reserves the right to require any person not so involved to leave the Premises.

3.2 The Client hereby acknowledges that it shall be responsible for:

3.2.1 ensuring the suitability of the Studio for the Client's purpose;

3.2.2 ensuring that the Client's Equipment shall be compatible with the Studio;

3.2.3 the technical quality of any recording engineered by the Client's Personnel (including the Client's Recording and the Client's Own Media); and

3.2.4 any problem or damage caused to the Studio (or any equipment therein) or to the Recordings by virtue of the use of Client's Own Media (including any virus damage).

4. POST PRODUCTION WORK

4.1 If the Company has been hired specifically for audio-post, it shall carry out the Post-Production Work with all due care and diligence using suitable equipment and competent engineers.

4.2 The Client and the Representatives shall be entitled at all reasonable times to monitor the Company's performance of the Post-Production Work and the Company shall carry out the Post-

Production Work at the reasonable direction of, and subject to the monitoring and approval of, the Client or the Representatives.

4.3 The Client, at its request, shall be entitled and shall be given all reasonable opportunity to evaluate by any reasonable means the content and quality of the Recording.

4.4 For the avoidance of doubt, the Client acknowledges and accepts that it shall be fully responsible for ensuring that the Pre-Production Master meets with its full satisfaction as aforesaid before proceeding to mass production and/or commercial exploitation of the recording thereon.

5. THE FEES

5.1 The Client shall pay in full the Fees and any other sums payable under this Agreement within thirty (30) days of the Company's invoice.

5.2 The Client shall be liable to pay interest on any sums overdue and payable to the Company from time to time at the rate of four per cent (4%) per annum.

5.3 The Fees shall not in any event be reduced or refunded on account of:

5.3.1 the Client's failure to use the Studio for any or all of the Hire Period;

5.3.2 the Client's cancellation of the Booking or any part thereof.

6. THE CLIENT'S OWN MEDIA, PERSONNEL AND EQUIPMENT

6.1 The Company will supply all blank media necessary for recording, unless otherwise agreed in writing.

6.2 The Client will be responsible for the integrity of the Client's Own Media and the Company shall not be liable for any deficiency in or caused by the same.

6.3 The Client hereby warrants, undertakes and agrees that it shall procure that each of the Client's Personnel and Representatives shall abide by the Studio's rules, regulations and health and safety policy and that it shall be responsible:

6.3.1 for the actions and/or omissions of the Client's Personnel and Representatives;

6.3.2 for any and all injury, loss or damage to any equipment or premises caused by any act or omission of the Client's Personnel and Representatives, or as a result of any defect in or inappropriate specification of the Client's Equipment or the Client's Own Media;

6.3.3 for the cost of the hire of any Client's Equipment;

6.3.4 for any costs and expenses incurred by the Company on behalf of the Client at the Client's request; and

6.3.5 for any and all loss or damage to the Client's Equipment, which shall be at the sole risk of

the Client.

6.4 The Client shall vacate the Studio and remove all Client's Equipment promptly at the end of the Hire Period. The Company shall be entitled by 3 (three) months' notice to the Client to require the Client to collect the Client's Equipment and if the Client fails to collect such equipment on or before the expiration of the said period of notice, the Company shall be entitled to destroy or otherwise dispose of the Client's Equipment without liability to the Client.

7. FILMING AND PHOTOGRAPHY RESTRICTIONS

7.1 The Client shall not, and it shall procure that the Representatives and Client's Personnel shall not, photograph or film any part of the Premises, save as expressly provided in this Agreement.

7.2 The Client shall be permitted to photograph and/or record Session Footage within the Studio solely for non-commercial, personal, non-public purposes provided that:

7.2.1 the copyright and all related rights in and to the Session Footage shall vest in the Company and to the extent any such rights vest in the Client, the Client hereby irrevocably assigns all rights in the Session Footage to the Company, whether vested, contingent or future; and

7.2.2 the Client hereby waives, and shall procure the waiver (or agreement not to assert) from the Representatives and Client's Personnel of, any and all moral and or so-called "Performer's" rights in the Session Footage; and

7.2.3 the Client shall provide the Company with a copy of the Session Footage.

7.3 In the event that the Client or its Representative wish to use the Session Footage for purposes not expressly permitted hereunder, including commercial exploitation, or wish to photograph and/or film the whole or part of the Premises, then the Client shall:

7.3.1 put such request in writing to the Company;

7.3.2 obtain the Company's prior written approval;

7.3.3 if such activity is approved by the Company, Company will communicate all additional wear and tear fees associated with the recording to the client.

7.4 If the Client wishes to undertake any PR activity at the Studio during the Booking, including without limitation engaging or inviting to the Studios any Client Personnel or third parties to produce PR, promotional, editorial or marketing content ("**PR Activity**"), the Client must obtain the prior written approval of the Company:

7.4.1 before any PR Activity is undertaken or any such parties are invited to the Studios;

7.4.2 of any content photographed or filmed as part of the PR Activity ("**PR Content**") before the same is used;

7.4.3 if the Company deems necessary, enter into any further documentation in respect of the

exploitation of any PR Content.

7.5 Notwithstanding anything to the contrary contained herein, use of any PR Content and Session Footage incorporating in:ciite Studios IP shall be subject to the Company's prior written approval.

7.6 Notwithstanding anything to the contrary contained herein, nothing shall be construed to convey any right, title, licence, consent or interest in any in:ciite Studios IP to the Client or its Representatives and neither the Client nor the Representatives shall contest, nor assist others in contesting the validity, enforceability, ownership or title of any in:ciite Studios IP.

8. SOUND LEVELS

8.1 The Client hereby acknowledges that it must comply with all relevant legislation aimed to protect persons from exposure to high levels of noise (in particular The Control of Noise at Work Regulations 2005) as prolonged exposure to high noise levels above 85 dB(A) may cause damage to hearing and that accordingly:

8.1.1 the Client shall be responsible for noise levels within the Studio and shall keep exposures as low as reasonably practicable;

8.1.2 high noise levels shall not be sustained for long periods;

8.1.3 the Company hereby reserves the right to take such action as it may deem appropriate to maintain tolerable noise levels and that no claim shall lie against the Company in respect of inconvenience or time lost in the event of such action; and

8.1.4 the Client shall follow the recommendations contained in the leaflet entitled "KEEP SOUND LEVELS DOWN" (receipt of a copy of which the Client hereby acknowledges) and instruct the Client's Personnel to do the same.

9. RECORDINGS AND MATERIALS

9.1 The Client shall procure the collection of the Recordings and ancillary materials (if any) (the "**Materials**") immediately upon payment in full of the Company's invoice applicable thereto (the "**Collection Date**").

9.2 After the Collection Date:

9.2.1 notwithstanding any other provision contained within these Conditions, the Materials shall be held by the Company solely at the risk of the Client;

9.2.2 the Client shall be liable to the Company for such reasonable charges as the Company may raise against the Client for the continued storage of the Materials;

9.2.3 the Company shall be entitled to serve notice on the Client requiring the Client to collect the Materials within 3 (three) months of the date of such notice, failing which the Company shall be entitled to destroy or otherwise dispose of the Materials without liability to the Client.

9.3 Notwithstanding the foregoing, until such time as the Company shall be in receipt of cleared payment of all the Fees the Company shall be entitled to retain possession of all of the Materials.

9.4 Notwithstanding any other provision contained within these Conditions, the Client hereby acknowledges and agrees that all risk in the Materials when in transit or otherwise off the Premises shall vest in the Client.

9.5 The Company retains a general lien on any property of the Client and/or Materials in its possession for any unpaid balance the Client may owe to the Company.

10. INDEMNITY

10.1 The Client hereby covenants and undertakes to the Company that it shall indemnify the Company against any injury, loss, damage, costs and/or expenses (including reasonable legal expenses) suffered or incurred by the Company arising from:

10.1.1 the Client's cancellation of the Booking, including without limitation any reasonable costs or expenses incurred by the Company in connection with the Booking prior to cancellation of, or as a result of, the Booking;

10.1.2 the Client's making, use or exploitation of the Recordings;

10.1.3 the Client's breach of any of the warranties, undertakings or agreements on its part to be observed or performed by the terms of this Agreement; and

10.1.4 any loss or damage caused to the Company or the Premises by the Client or as a result of the Client's use of Client's Recordings, Client's Equipment or Client's Own Media.

11. CONTENT OF RECORDING AND RESTRICTIONS

11.1 The Client warrants that nothing whatsoever shall be included in the Recording (or any software or material introduced by the Client) which constitutes a breach or infringement of any copyright or any rights of any third party, or which shall be in any way illegal, scandalous, obscene or libellous and the Client hereby indemnifies the Company against any liability in respect thereof and shall pay all costs and expenses which may be incurred by the Company in reference to any such claim. The indemnity shall extend to all parent companies, employees, officers, agents, heirs, and assigns of in:ciite Studios.

11.2 The Client is permitted to acknowledge that the Recording, Mastering or Post-Production Work took place at the Premises. Notwithstanding the foregoing, the fact that the Recording is recorded or subject to Post-Production Work in the Studio does not imply an "endorsement" as between the Company and the Recording or the Client. Should it come to the Company's attention that the Client is implying such an endorsement, the Company shall notify the Client and the Client shall cease the relevant activity.

11.3 The Company shall not be required to reproduce any matter which in its opinion is or may be of an illegal, scandalous, obscene or libellous nature.

11.4 The Client warrants that the Recording shall not be used to create software or hardware audio products including, but not limited to, plug-ins or sample instruments unless agreed to otherwise. Further the Client warrants that it will not use the Company's name, logo or any In:ciite Studios IP to promote, endorse or otherwise advertise non-Company audio products without the express written permission of the Company.

11.5 The Client warrants that it shall not carry out impulse responses in the Studios, through the plate reverbs, in the echo chambers or through outboard equipment including, but not limited, to EQs.

12. STUDIO BREAKDOWN WARRANTY

In the event of a failure, breakdown or unavailability for any reason of the Studio which prevents the Client's use thereof as contemplated under this Agreement (“**Studio Breakdown**”), the Company shall, at its option, either replace (as soon as can reasonably be arranged) the Studio facilities to which the Client was entitled by the terms of this Agreement and which have been lost as a result of such Studio Breakdown or credit or refund to the Client the applicable portion of the Booking Fee in respect of the Booking and shall have no liability or obligation to the Client beyond these remedies.

13. MASTER RECORDING AND POST PRODUCTION WORK WARRANTY

13.1The Client shall promptly notify the Company in writing of any defect in or loss of or damage to the Master Recording or the Post-Production Work of which it is made aware whether as a result of any test carried out by the Client pursuant to clause 4 or otherwise.

13.2The Company shall use its reasonable endeavours to correct any such defect and to effect replacement of such lost or damaged materials so notified to it or of which it is aware and which are attributable to faulty materials, storage, workmanship or the negligence of the Company. “Defect” in the Master Recording shall be defined as any work rendered which is unacceptable by the recording industry standards.

13.3In the event that the Company is unable reasonably to effect such rectification or replacement its liability in respect of any Master Recording or Post-production Work (or any related claim thereto) shall be limited to \$2000.00 USD or the Booking Fee plus 10%, whichever is the lesser.

14. CLIENT'S RECORDINGS

It is a condition of this Agreement that all Client's Recordings shall have been copied by the Client before delivery to the Company, and that the Company's liability for loss of or damage to a Client's Recording shall be limited to the value of the media on which it is recorded.

15. COMPANY'S OVERALL LIABILITY

15.1In the event that the Client shall actually suffer any loss or damage arising directly from the negligence or breach of contract or of statutory duty of the Company then the Company's liability shall be limited in any event to \$2000.00 USD in respect of the aggregate of all instances of such negligence and/or breach arising out of the Company's performance of its obligations under this Agreement.

15.2Notwithstanding any other provision contained within this Agreement but subject to clause 15.4, the Company shall not be liable to the Client, its Representatives or the Client's Personnel for any indirect or consequential loss or damage, or economic loss, including without limitation any loss of profits or goodwill or anticipated savings, arising from any fault in the Studio or any act or omission of the Company, its personnel, agents or sub-contractors in respect of this

Agreement.

15.3 Nothing in this Agreement shall exclude or in any way limit either party's liability for: (i) death or personal injury caused by its own negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be excluded or limited by law.

15.4 Subject to clause 15.3 and to the extent permitted by law, the Company's liability under this Agreement shall be to the exclusion of all other liability to the Client whether contractual, tortious or otherwise. All other conditions, warranties, stipulations or other statements whatsoever concerning the Agreement, whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded.

15.5 The Client accepts as reasonable that the Company's total liability in respect of the Booking and/or the Post-production Work shall be as set out in this Agreement and in fixing those limits the Client and the Company have had regard to the price and nature of the Booking and the Post-production Work and the terms hereof, and the level of expenses expected to be incurred by the Client in respect thereof and the resources available to each party including insurance cover, to meet any liability.

16. FORCE MAJEURE

Notwithstanding any other term of this Agreement, the Company shall not be under any liability for any failure to perform any of its obligations under this Agreement due to Force Majeure. Following notification by the Company to the Client of such cause, the Company shall be allowed a reasonable extension of time for the performance of its obligations. For the purpose of these Conditions, 'Force Majeure' means:

- an Act of God, explosion, flood, tempest, fire or accident;
- war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- import or export regulations or embargoes;
- strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);
- difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- power failure or breakdown in machinery.
- COVID-19

17. MISCELLANEOUS

17.1 The Client shall procure that neither the Client nor any of the Client's Personnel or its Representatives shall be held out as an agent of or pledge the credit of the Company.

17.2 This Agreement constitutes the entire agreement between the parties and neither party shall be bound by any other statement or representation made to the other.

17.3No variation or amendment to this Agreement shall be effective unless made in writing and signed by the parties hereto.

17.4In the event that any part of this Agreement shall be held to be void, voidable or otherwise unenforceable by a court of competent jurisdiction then the balance thereof shall remain in full force and effect otherwise by any person who is not a party to this Agreement.

17.5 All notices required to be given hereunder shall be in writing and deemed properly served if delivered by hand or emailed (provided that proof of transmission can be produced) to

- In:ciite Studios 320 Billingsly Ct. Franklin, TN 37067 Attn: Amy Stansell, General Counsel

17.6Nothing in or arising out of this Agreement is to be taken as constituting a partnership or agency between the parties and no party shall have the right or authority to bind or commit the other in any manner or for any purposes whatsoever.

17.7This Agreement (and any claims (contractual or non-contractual) or disputes arising in connection with the same) shall be construed in accordance with the laws of the state of Tennessee. Parties hereby submit to the jurisdiction of the federal courts of Middle District.