

## **Reactional Terms and Conditions--Music License**

Welcome to the Reactional Music platform (the "Platform").

Reactional Music Group AB ("Reactional") provides the Platform for making copyrighted musical content ("Music") available to video game developers, publishers and distributors to be integrated into and aligned with gameplay actions in some of the world's most popular video games. In order to play back the proprietary interactive Music formats in games, the Platform also gives access to runtime binaries for integration into certain game engines to provide an interactive layer that enables an end user to interact with Music within video games ("Binaries").

In this agreement "you" shall reference you as an authorized representative of the company stated in this project information form and you hereby confirm that you as an individual are authorized to enter into legal agreements on behalf of the Company.

Please read these terms and conditions (the "Terms") carefully. These Terms govern your access to and use of the Platform including the Binaries and Music that is made available on it.

This is a legal agreement (the "Agreement") between the Company and Reactional. By downloading, installing, accessing or using the Platform, Binaries or Music , the Company agrees to be bound by these Terms.

Issues concerning the collection and use of information by Reactional are described in the Reactional Privacy Policy which is incorporated herein:  
<https://reactionalmusic.com/privacy-policy/>

The Platform and the Terms may change from time-to-time. Any updated Terms shall take effect once posted, so it is important that you periodically check here for any updates. By accessing the Platform, you agree to review the Terms to become aware of such revisions.

If you do not agree to any of the Terms stated herein, you should discontinue using or participating in the Platform. Reactional reserves the right, in its sole discretion, to modify, discontinue or terminate the Platform and/or the availability of any music on it at any time without notice. Reactional also may impose limits on certain features or restrict your access to or use of the Platform or any music, in whole or in part, without notice in its sole discretion.

### **The Platform and Binaries**

Reactional grants you a non-exclusive, revocable, non-transferable, non-sublicensable and worldwide license to use the Platform and Binaries in accordance with these Terms.

Reactional is the owner or the licensee of all worldwide intellectual property rights in and to the Platform and Binaries including, without limitation all trademarks, service marks, and logos contained therein.

You acknowledge that you have no ownership rights in the Platform, Binaries nor any of the Music made available through the Platform. Any use of the Platform or Binaries other than as expressly permitted hereunder is strictly prohibited. Use and/or access to the Platform and Binaries is void where prohibited. Ownership of the Platform, Binaries and Music made available through the Platform and all intellectual property rights therein shall remain at all times with Reactional or its licensors. All copyright notices must be retained at all times. You may not make any commercial use or any derivative use of the Platform, Binaries nor Music in whole or in part.

### **Your Project/Project Information**

If you wish to use the Binaries or Music in any video game, you must enter all of the information regarding each such video game that is requested in this project information form (the "Project Information").

You represent and warrant that all Project Information you submit is complete and accurate.

### **Music**

Reactional makes Music available on the Platform from our licensing partners.

#### --Your Selection of Music

You may select the particular sound recordings that you wish to use (the "Selected Music") from the sound recordings that are made available on the Platform.

In order to choose your Selected Music, you must enter the information requested in this Project Information form. You represent and warrant that all such information you submit (the "Music Information") is complete and accurate.

#### --License of Music

Subject to your compliance with these Terms including, without limitation, your payment of the appropriate License Fee (as defined below), Reactional grants you a non-exclusive, non-transferable, revocable license during the Term and throughout the Territory to:

(i) reproduce the Reactional Track that embodies the Selected Music in synchronization with the visual images in the particular video game that is specified in your Project Information, in such manner that the visuals, effects and actions in such video game change depending on and in time with the Reactional Track that is playing, and as a result of the Reactional technology provided in the Binaries, the visuals "react" to the sound recording whether matching the tempo or beat of the Music or in some other capacity but the sound recording itself remains unchanged while the visuals and

overlaying sound effects in the video game are synchronized with and adapt to the sound recording (such rights are granted on the condition that such “reaction” to the sound recording shall not be done in such a way as to be derogatory or defamatory to any third party (including, without limitation, the applicable artist, songwriter, record label or music publisher) and shall not bring the sound recording itself into disrepute),

(ii) make available streams up to thirty (30) seconds of Reactional Tracks embodying the Selected Music as so-called listening previews for promotional purposes but solely in order to promote the availability within your video game of the applicable Selected Music to end users of such video game (“End Users”), and

(iii) exercise the Promotional Rights with respect to the Selected Music, but excluding Advertising Rights and Out of Context Rights (as such terms are defined below).

As used hereunder:

“Promotional Rights” shall mean the use of up to thirty (30) seconds of the Selected Music “in context” (i.e. as used in the applicable video game), in connection only with the following: (i) marketing videos created by you or on your behalf which include gameplay embodying the applicable Selected Music for use in promotional or editorial programs, trade shows, awards shows, public advertising displays (including by means of display on big screen television and/or other video systems), in-store (and similar marketing events), provided that such marketing video embodies the sound recordings of at least one (1) other recording artist featured in the video game, the right to stream and/or download such marketing video through your website or other websites, (ii) trade show and in-store advertising and promotion, (iii) editorial TV to be distributed for broadcast or online editorial use, and (iv) demonstration versions including, without limitation, in online demonstration versions of the video game;

“Advertising Rights” shall mean the use or exploitation of Selected Music in any online, television, radio or theatrical advertisements (in context or out of context) and trailers; and

“Out of Context” shall mean the use or exploitation of any Selected Music out of context (i.e. other than as used within the applicable video game) which shall include any use of the Selected Music separately from the applicable video game including “behind the scenes” or “making of” programs.

#### --Limitations

The rights granted herein relate only to the use of Selected Music as it is integrated along with the Binaries as Reactional Tracks. Nothing contained herein shall give you, any End User or any other third party any right to use the Selected Music separately from the Binaries.

All rights granted herein relate to the use of Reactional Tracks only in the particular video game you identified in your Project Information.

As used hereunder:

“Reactional Technology” shall mean Reactional’s technology that provides an interactive layer that enables an end user to interact with Selected Music within video games, including the Platform and Binaries; and

“Reactional Track” shall mean Reactional’s proprietary music format integrating additional musical meta data and packaging of an existing sound recording with the Reactional Technology. The resulting digital file contains the applicable sound recording integrated with certain Reactional Technology.

If an End User pays you for a conditional download of a Reactional Track embodying Selected Music in respect of a particular video game, then you shall have the right to provide access to such End User to such conditional download solely in respect of the playing of such video game by such End User only and solely for the period that such End User has acquired the rights to access such video game.

You shall supply a credit with respect to the Selected Music where any other sound recordings or underlying compositions are credited in the applicable video game, which credits shall be in the same size, font and positioning as the credits for any other sound recordings or compositions embodied on the applicable video game. Notwithstanding the foregoing, no use of such credit (or any part thereof) shall imply, whether by act or omission, any endorsement or sponsorship of Reactional, any record label or music publisher, any video game or any other third party, and no such use shall misrepresent the extent of the involvement of Reactional, the record label, the music publisher, and/or any recording artist. Nothing contained herein shall give you the right to use any credit (or any part thereof) or the name of any Selected Music or name of any recording artist or songwriter as the name of any video game (or any part thereof) or in connection with any video game, except to identify the applicable Reactional Track and the applicable recording artist that performs in the applicable Reactional Track as used hereunder.

All rights not expressly granted hereunder are reserved to Reactional. Without limitation of the foregoing, except as expressly granted herein, all rights in and to the Selected Music and any other material owned or controlled by Reactional or any record label or music publisher including, without limitation, the Selected Music, trademarks and artist names and likeness, are reserved to Reactional and/or the applicable record label and/or music publisher (including, without limitation, the right to offer Selected Music other than as integrated with the Reactional Technology in Reactional Tracks, the right to stream, download or otherwise use the Selected Music, and the right to use or include the Selected Music (or any part thereof) in any artificial intelligence training or processing, and nothing contained herein shall give you or any other third party the right to allow such training or processing of Selected Music.

Nothing contained herein shall give you or any third party the right to use the Selected Music to create an audio-only music listening service or game (where the provision of

audio-only music to listen to is the principal or substantial offering of the service or game within which the Selected Music is being made available). Use of the Selected Music in breach of this Agreement shall give Reactional and/or the applicable record label and music publisher the right to terminate all rights and licenses to use Selected Music in the applicable video game or in any other video game, including all synchronization licenses granted hereunder.

Selected Music may not be used in any sponsorship, advertising or endorsement of any brand, third party or the goods or services of a third party and/or brand (including without limitation the you or the applicable video game).

Reactional may implement or use technical protection measures to prevent the unauthorized use of the Selected Music. You hereby agree not to bypass, or attempt to bypass, by any means, these technical protection measures. You also hereby agree not to remove, or attempt to remove, any credits associated with the Selected Music.

Particular Selected Music may be removed from the Platform (e.g., if the applicable licensor removes it) and become unavailable for further use from the Platform. You are responsible not to lose, destroy, or damage any Selected Music once you have licensed it.

The Selected Music is made available solely for the private, non-commercial use of the End Users in accordance with these Terms.

You are prohibited from making available in a video game sound recordings only by one recording artist (whether alone or as part of a group) or only the music of one record label. It is acknowledged that any video game for which the sound recordings are made available of solely or substantially one recording artist (whether alone or as part of a group) or only the music of one label will be in breach of the terms and conditions of this Agreement.

You shall not include explicit, discriminatory or otherwise offensive content within or as part of any video game. In the event you commit a material breach of this Agreement including, without limitation, with respect to Selected Music or if your video game is explicit, discriminatory or otherwise objectionable to Reactional or any rights holder with respect to the Selected Music (except to the extent appropriately disclosed in your Project Information) or your comments (or comments by someone on your behalf) or the content of your video game or other material distributed by you would cause any rights holder with respect to the Selected Music artist and/or songwriter relations issues, then the applicable rights holder and/or Reactional may instruct you to cease, and you shall cease further use of the Selected Music, without waiver or limitation of Reactional's other rights and remedies.

If Reactional or any rights holder with respect to the Selected Music considers any breach by you of this Agreement to be of significant severity, Reactional and/or such rights holder shall have the right to immediately withdraw your access to Selected Music and Reactional Tracks embodying such Selected Music (including the termination of

any and all synchronization licenses and the right to provide access to any conditional downloads by End Users on a retrospective and prospective basis) whether by ceasing to give access to the Platform or howsoever else necessary or appropriate.

You shall not be authorized to exploit Selected Music in any manner or form not expressly authorized herein. You shall not pledge, mortgage or otherwise encumber any Selected Music.

You shall not have the right to sub-license any of the rights granted herein to any third party.

You shall not make available any Selected Music (or any part thereof) prior to the street date that is identified on the Platform.

The Selected Music shall not, without Reactional's prior written approval, be (i) used in any advertisement or endorsement of any legal person, product, or service (including, without limitation, any video game); (b) linked or tagged or associated with any legal person, product or service (including, without limitation, any video game) in a manner that would constitute or imply an endorsement; or (c) used in connection with any sponsorship arrangements including, without limitation, in respect of you or any video game.

You shall not be entitled to co-brand yourself or any video game or to accept sponsorship for yourself or any video game or to accept any kind of commercial tie-in with a third party in connection with yourself or any video game without Reactional's prior written consent and if you do so without such prior written consent from Reactional, then Reactional shall have the right to terminate this Agreement and the rights granted hereunder with immediate and retroactive effect.

### **Take-Down Obligation**

You agree that you shall cease using any Selected Music within two (2) business days if Reactional sends you a notice requesting that you do so (each, a "Take-Down Notice"), provided it is understood that a Take-Down Notice shall have no retroactive effect and you shall have no obligation with respect to any Selected Music that already was embedded or otherwise incorporated by an End User into its video game via a conditional download which was received by any End Users before the receipt by you of the applicable Take-Down Notice.

### **License Fee/Payment**

The price for Selected Music is determined based on the budget for your video game. As used hereunder, the "Budget" shall mean the total production budget of the applicable video game (in US Dollars). You shall submit the Budget as part of your Project Information.

In consideration of the license granted by Reactional to you with respect to the Selected Music hereunder, you will pay to Reactional the applicable license fee (the "License

Fee') set forth with respect to the amount of the Budget for your video game that you submitted as part of your Project Information in this form.

In the event that the Budget for your video game changes from the amount you submitted in your Project Information, then you must promptly submit the updated amount of the Budget. In that event or if Reactional determines that the Budget has exceeded the amount you submitted in your Project Information, then you shall promptly pay Reactional any updated amount of the License Fee due hereunder with respect to such revised Budget.

Reactional will charge your selected payment method for any Selected Music licensed hereunder, including any applicable taxes. Taxes are calculated based on the information you provide and the applicable rate at the time of your charge. You are solely responsible for any taxes on amounts you may pay through the Platform. You can associate multiple payment methods with your Account, and you agree that Reactional may store and charge those payment methods for License Fees due hereunder.

If we cannot charge you for any reason, you remain responsible for any uncollected amounts, and we may charge you again or request that you provide another payment method. Reactional may, in accordance with local law, automatically update your payment information regarding your payment methods if provided such information by the payment networks or your financial institutions.

Prices may change at any time. All transactions are final. If any technical problem prevents or delays delivery of content that you have attempted to purchase, you acknowledge that your exclusive and sole remedy is either replacement of the applicable content or refund of the price paid, as determined by Reactional in its sole discretion. Reactional may suspend or cancel payment or refuse a refund request if we find evidence of fraud, abuse, or unlawful or other manipulative behavior.

Reactional shall send all sales reports and statements due hereunder by email to the email-address that you are currently logged in with.

You are under no obligation to develop, publish, distribute or otherwise use any particular video game, provided that Reactional shall have no obligation to refund any part of any License Fee paid hereunder.

--Audit

You shall maintain accurate and complete records and books of account, which shall include all documentation requested by Reactional regarding the Budget and the License Fee including, without limitation, detailed production information, budget, and financials.

Reactional's representatives will have the right to examine those books and records to verify the accuracy of your payments and statements rendered hereunder, at Reactional's expense, at the place where you maintain such records, during your

normal business hours. In the event that any such audit reveals an under accounting of 5% or more of the amounts accounted to Reactional or any material inaccuracy in the information you have submitted to Reactional, you shall promptly pay to Reactional the costs of such audit, together with any underpayment.

### **Ownership**

The Selected Music is copyrighted content owned by the respective rights holders. All rights in and to the Selected Music and any other material owned or controlled by Reactional's licensors including, without limitation, trademarks, artist and songwriter names and likeness, are reserved to the respective licensors.

### **Territory**

The territory of the license granted hereunder shall be worldwide.

Reactional's licensors may have limited territorial rights with respect to certain Selected Music. Our Platform identifies the specific video games into which particular Selected Music may be integrated, and any territorial limit on where it may be used.

### **Term**

The term of this Agreement (the "Term") commences when you enter into this Agreement and shall continue until the earlier of the life of copyright of the Selected Music or the duration of Reactional's rights with respect to the applicable Selected Music.

### **Termination**

Immediately following the occurrence of any Default Event (as defined below), Reactional may terminate this Agreement upon written notice to you. A "Default Event" shall mean the occurrence of any of the following events:

- (i) Your failure to timely make payments of the License Fee or render statements to Reactional as and when required hereunder;
- ii) any material breach by you of any of your representations, warranties, covenants or obligations hereunder including, without limitation, any use of Selected Music other than in accordance with, and subject to, the Project Information you provide to Reactional. Without limitation of the foregoing, any deviation from your description of your video game or the Budget for the video game shall constitute a material breach; and
- iii) your bankruptcy or insolvency, or the dissolution or the liquidation of your assets, or the filing of a petition in bankruptcy or insolvency for an arrangement or reorganization by, for or against it, or the appointment of a receiver or a trustee for all or a portion of your property, or you making an assignment for the benefit of creditors. Reactional shall have the right to instruct you to cease, and you shall cease, making available Selected



Music if you file a petition for bankruptcy, becomes insolvent, or makes an assignment for the benefit of your creditors, or a receiver is appointed for you or your business ceases operations.

Upon termination of this Agreement, you shall cease to offer all Selected Music Label Content and delete and permanently destroy or return to Reactional any and all copies of all Selected Music, and any associated material, provided however that any conditional downloads purchased by End Users during the Term may continue to be maintained and serviced after the Term.

### **Your Covenants, Representations and Warranties.**

You covenant, represent and warrant that you have the right and power to enter into and fully perform this Agreement and to make the commitments you make hereunder.

### **Indemnification.**

You will at all times indemnify and hold harmless Reactional, its officers, directors, employees, affiliates and licensors from and against any and all claims, damages, liabilities, costs and expenses (including, without limitation, outside legal expenses and reasonable counsel fees) arising out of any breach or alleged breach of any representation, warranty, covenant or agreement made by you hereunder.

### **Governing Law.**

This Agreement has been entered into and shall be construed and enforced in accordance with the laws of the State of New York without reference to the choice of law principles thereof. Any actions, proceedings or claims commenced by either party hereto shall be brought in the courts of either the State of New York, sitting in New York County, or the courts of the United States for the Southern District of New York. Service of process in any such action or proceeding brought against a party may be made by registered mail, addressed to such party at the address set forth in your Registration Information.

### **Miscellaneous Provisions.**

All remedies provided for pursuant to this Agreement are cumulative, and no exercise, or failure to exercise, any option by either party will limit such party's right to recover damages or pursue any other remedies available at law or in equity.

Your use of the Platform and Selected Music is at your sole discretion and risk. The Platform and Selected Music are provided on an AS IS and AS AVAILABLE basis without warranties of any kind from Reactional. REACTIONAL EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF

DEALING OR COURSE OF PERFORMANCE. REACTIONAL DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED THAT THE PLATFORM WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) REGARDING THE ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY THE PLATFORM. Reactional does not warrant that the functions contained in Platform will meet any requirements or needs you may have or that the Platform is compatible with any particular platform. Reactional is not obligated to provide any updates to the Platform. Some jurisdictions do not allow the waiver or exclusion of implied warranties. Reactional is not responsible for any incorrect or inaccurate content posted on or in connection with the Platform. Reactional takes no responsibility for third party advertisements which are posted on or through the Platform, nor does it take any responsibility for the goods or services provided by its advertisers. No advice or information, whether oral or written, obtained by you from Reactional, shall create any warranty not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

Reactional is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the internet, including any injury or damage to users or to any person's computer related to or resulting from participation or accessing materials in connection with the Selected Music or the Platform. Under no circumstances shall Reactional be responsible for any loss or damage resulting from use of the Platform from any Selected Music available through the Platform or from the conduct of any End Users or users of the Platform.

IN NO EVENT SHALL REACTIONAL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE, SPECIAL OR INDIRECT DAMAGES IN CONNECTION WITH THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO LOST BUSINESS PROFITS) EVEN IF REACTIONAL HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, or received by mail or courier, with respect to Reactional to:

Reactional Music Group AB  
Box 7527  
10392 Stockholm Sweden  
Attention: Pär Gunnars Risberg

with a copy to:

Liebenson Law  
303 Mercer Street, Suite C-102

New York, New York 10003  
Attention: Jeffrey M. Liebenson

Or via confirmed reception of email to: [legal@reactionalmusic.com](mailto:legal@reactionalmusic.com)

and with respect to you, to the email address you provided in your Registration Information.

If any provision of the Agreement or the application thereof to any party, Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter.

You and Reactional are and intend to remain independent parties. Nothing contained in these Terms shall be deemed or construed to create the relationship of principal and agent or of partnership or joint venture, and except as otherwise specifically agreed upon in writing by the parties, neither party shall hold itself out as an agent, legal representative, partner, subsidiary, joint venture or, servant or employee of the other.

#### Contact

In the event you have any questions, complaints or claims with respect to the Platform or Binaries, please contact Reactional at Box 7527, 10392 Stockholm, [info@reactionalmusic.com](mailto:info@reactionalmusic.com).

Last updated: May 2024