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§1

1. The subject of this Agreement is a) grant by Soundimage to Licensee, against a fee, of a Non-Exclusive License to use Music Works made available as Audio Files in the Music Library, if and provided that Licensee has paid the License Fee to Soundimage for the Music Works selected by Licensee, and b) provision, free of charge, of access to Demo Versions
2. The parties to this Agreement are Soundimage as one party and Licensee as the other party. The parties to this Agreement are sometimes referred to hereafter as Party or, collectively, as Parties.
3. Licensee declares that it has already claimed the service of access to Demo Versions before conclusion of this Agreement with Soundimage.

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§1

1. Upon payment of the License Fee, Licensee shall acquire rights to a non-exclusive license to use, in accordance with the License Scope, the Music Works detailed on the License Acknowledgment.
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3. Whereas Licensee has already claimed the service of access to Demo Versions, Licensee hereby agrees, under the Agreement, to waive its right under Article 10(3)(1) to terminate the Agreement under Article 10(1) of the Act on Protection of Certain Consumer Rights and Liability for Damage Caused by a Hazardous Product (Polish Journal of Laws of 2000, No. 22, item 271).

§2

1. The License Acknowledgment shall be treated as incorporated in this Agreement and, together with the Agreement, attests the non-exclusive License only in relation to the License Scope corresponding to the License Type paid for by the Licensee and indicated in the License Acknowledgment.

Article 4. AUTHORITY TO GRANT THE LICENSE

§1

1. Soundimage warrants and represents that it is authorised to grant a non-exclusive license for synchronisation of the Music Works under agreements executed by and between Soundimage and holders of copyrights in the Music Works or third parties who represent holders of copyrights in the Music Works.

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§1

1. Subject to payment of the License Fee to Soundimage by the Licensee, Soundimage grants the Licensee a non-exclusive License to use the Music Works.
2. The License Scope depends on the License Type for which the Licensee has paid the License Fee.
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 - e. multimedia presentations
 - f. film productions (of any kind, including feature films, documentaries, cartoons, series and non-commercial films)

- g. television programs (including, intros, jingles, etc.).
 - h. radio programs
 - i. multimedia productions (online courses, video tutorials, etc.)
 - j. audio banners and other forms of online advertising
 - k. video clips made available on steaming video websites (such as YouTube, Vimeo, etc.)
 - l. audiobooks
 - m. animations
4. Where the License Fee paid relates to a STANDARD License, the Licensee also acquires the right to Public Playing of Works:
- a. at conferences, events and meetings of up to 100 participants,
 - b. in commercial and service outlets, limited to one outlet only
 - c. in telephone exchanges (on-hold) and IVR systems, limited to one telephone number connecting to the exchange or IVR system
5. Where the License Fee paid relates to an EXTENDED License, the Licensee acquires the right to Synchronise Music Works specified in the License Acknowledgment with the Licensee Productions detailed in Article 5 § 1 item 3 and, in addition, with the following Licensee Productions:
- a. computer games and applications designed for computers, game consoles, portable devices, mobile phones and smartphones, marketed in up to 5,000 sold copies which may include product or brand placements,
 - b. non-commercial theatre shows and performances
6. Where the License Fee paid relates to an EXTENDED License, the Licensee also acquires the right to Public Playing of Works:
- a. at conferences, events and meetings of up to 500 participants,
 - b. in commercial and service outlets, limited to three outlets only
 - b. in telephone exchanges (on-hold) and IVR systems, limited to three telephone numbers.
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 - b. computer games and applications designed for all devices (without limitation as to type, distribution method and number of copies sold), in particular computers, video game consoles, mobile phones and devices
 - c. commercial theatre shows and performances
8. Where the License Fee paid relates to an UNLIMITED License, the Licensee also acquires the right to Public Playing of Works:
- a. at conferences, events and meetings of an unlimited number of participants,
 - b. in commercial and service outlets, without limitation as to the number of outlets
 - c. in telephone exchanges (on-hold) and IVR systems, without limitation as to the number of telephone numbers
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18. Subject to provisions of clause 17, Licensee undertakes to use Technical Security Measures (in particular passwords and restriction of access to files) to prevent third parties from using the Music Works.
19. Where the License Fee paid relates to an SHOP License, the Licensee acquires only the right to Public Playing of Works in own commercial and service outlets (ie. Shops, restaurants, bars, cafés) limited to one outlet only. Shop License excludes Synchronization rights, and excludes all other ways and scopes of using Music Works.
20. Licensee agrees to receive electronic invoice(s) from Soundimage.

Article 6. FINAL PROVISIONS

§1

1. In the event of infringement of any of the provisions set out in this Agreement, either party may terminate and withdraw from this Agreement within 7 days after becoming aware of such infringement. The License Fee shall not be refunded in the event of such termination.

§2

1. The parties agree that any deliveries shall be effective if made:

- a. if for Soundimage, to the address indicated on the Music Library website.
- b. if for Licensee, to the address provided in the Registration Form.

2. In the event of a change in its address for deliveries, Licensee shall give a relevant notice to Soundimage without delay, within 5 business days. Failure to give such notice shall render any delivery made to the last address known to Soundimage to be deemed effectively made.

3. Soundimage may assign its rights and obligations under this Agreement to any third party of its choice.

§3

1. Any matters not provided for in this Agreement shall be subject to the relevant provisions of the General Terms and Conditions of Soundimage and to the applicable legal regulations, in particular the Civil Code, the Law on Copyright and Neighbouring Rights, the Act on Protection of Certain Consumer Rights and Liability for Damage Caused by a Hazardous Product, and the Act on Electronic Provision of Services.

§4

1. This agreement has been drawn up in two identical counterparts, one for either party.

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