

Royalty Free License Agreement

Royalty Free License Agreement nr

the contents of the Agreement electronically on XX-XX-XXXX between Licensee:

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and Soundimage, through the website of Soundimage (<http://www.soundimage.pl>, www.soundimage.eu). Terms and conditions of this agreement have been accepted by the Licensee order procedure on Soundimage website. The agreement is valid in case License Fee is provided.

Article 1. DEFINITIONS

Soundimage:

Licensor, party to this Agreement: Soundimage, Wojciech Panufnik, Warsaw, 03-138, ul. Topolowa 30/32, tax ID No. (NIP) 536-123-48-45, statistical No. (REGON) 140821990

Licensee:

party to this Agreement who acquires, a) against a fee, non-exclusive license rights to use Music Works in accordance with the License Scope and License Type for which a License Fee has been paid to Soundimage, and, b) free of charge, the right to access Demo Versions.

Music Works:

works composed of music or composed of words and music or sound effects offered individually or as Music Work Sets or Music Compilations

Music Work Set:

a Music Work in several arrangement varieties, saved in several Audio Files.

Music Compilation:

a set of several Music Works and/or Music Work Sets

Audio Files:

Music Works saved in the form of MP3 or WAV audio files.

Watermark:

verbal phrase (in particular wersja demo , demo version , or preview) integrated into the Music Works to designate a Demo Version of a Music Work.

Demo Versions:

Music Works containing a Watermark, which are made available free of charge as audio files which can be listened to on the Soundimage website as a presentation of the Soundimage offering, intended for download without the right of their further dissemination or any use such that would involve their fixation, multiplication by any method, processing of their fragments or synchronisation with other works.

Music Library:

website with the addresses www.soundimage.pl, www.soundimage.eu where the offering of Soundimage is presented

Registration Form:

form available on the Soundimage website to be used by Licensee to provide to Soundimage any details as required to execute and perform the Agreement

License Fee:

one-off and non-refundable fee paid by Licensee in advance (prior to receipt of the Audio Files), prior to conclusion of this Agreement, for the non-exclusive license to use a Music Work or Music Works in accordance with the License Scope

PrePaid:

prepayment made by Licensee to Soundimage representing the amount, or a part of it, to be credited by Soundimage to the License Fee due to Soundimage from Licensee

License:

the right granted by Soundimage to Licensee under this Agreement to non-exclusive use of the Music Works by Licensee in accordance with the License Scope relevant to the License Type for which Licensee has made a payment to Soundimage

License Scope:

field of exploitation in which Soundimage authorises Licensee to use the Music Works within the following areas: a) Licensee Productions , b) Broadcasting Method , c) Number of Data Carriers , d) Number of Projects , e) Number of Downloads . The License Scope depends on the License Type for which the Licensee has paid the License Fee.

License Types:

the following three License types offered by Soundimage: a) STANDARD License, b) EXTENDED License, c) UNLIMITED License, under which Licensee acquires the non-exclusive rights specified in the Agreement for each License Type to use Music Works. Each of the available License Types has a different License scope. The amount of License Fee is different for each License Type.

Licensee Productions:

described in the Agreement types of productions created by Licensee for its own purposes or under an agreement with and for the purposes of third parties (including productions created commercially or free of charge) or which Licensee has caused to be created by subcontractors for the Licensee's purposes.

Synchronisation:

Synchronization. Licensee's use of Music Work for the purpose of creating a Licensee Production and integration of a Music Works with such Licensee Production in such manner that the Music Work and Licensee Production form an integrated whole.

Public Playing of Works:

For the purposes of this Agreement means, and is limited to, public playing of Music Works: in shops, commercial and service outlets, at fashion shows, events, conferences, in telephone exchanges (including IVR and on-hold systems).

Number of Projects:

number of unique Licensee Productions which Licensee is permitted to create using a Music Work.

Number of Data Carriers:

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the maximum permitted number of data carriers (CD/DVD/CD-ROM/VCD/BLU-RAY) specified in the Agreement which Licensee is permitted to reproduce and market and which may contain a Licensee Production with Synchronised Music Work.

Number of Downloads:

the maximum permitted number of downloads specified in the Agreement with respect to a file as which the Licensee Production containing a Synchronised Music Work is made available, against a fee, to third parties via the Internet.

Method of Broadcasting:

the form in which Licensee Productions containing a Synchronised Music Work may be broadcast, disseminated and emitted, as specified in the Agreement.

License Acknowledgment:

a VAT invoice issued by Soundimage to Licensee based on details provided in the Registration Form by virtue of the payment of License Fee to Soundimage. The invoice specifies titles of Music Works and License Types for which Licensee has paid. Where the License Fee was paid in PrePaid form, two documents form together the License Acknowledgment: the VAT invoice issued to Licensee by virtue of the PrePaid payment and the electronic document (pdf) provided to Licensee by Soundimage on the Music Library website after Licensee selects the Music Works for which the License Fee has been paid in PrePaid form.

Whenever the context so requires, the singular form of the above definitions (in particular Music Works, Music Work Set, Music Compilation, Audio Files, Watermark, Demo Version, License Fee) shall include the plural form and vice versa.

Article 2. PARTIES TO AND SUBJECT OF AGREEMENT

§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.

Article 3. LICENSE FEE

§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.
2. The amount of License Fee for a Music Work, a Music Work Set, and Music Compilation prevailing upon execution of the Agreement is published on the Music Library website, and its value is calculated as the sum of the price quoted next to the Music Work and the price for the relevant License Type.
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.

Article 5. LICENSE SCOPE

§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.
3. Where the License Fee paid relates to a STANDARD License, the Licensee acquires the right to Synchronise Music Works specified in the License Acknowledgment with the following Licensee Productions:
 - a. websites
 - b. commercial spots
 - c. advertising and promotional films
 - d. games and applications (distributed via the Internet, not for sale and without product or brand placements) designed for devices like computers, consoles, mobile phones and portable devices.
 - e. multimedia presentations
 - f. film productions (of any kind, including feature films, documentaries, cartoons, series and non-commercial films)

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- 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.
7. Where the License Fee paid relates to an UNLIMITED 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 item 5, and, in addition, with the following Licensee Productions:
- a. web templates
 - 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
9. The Number of Data Carriers shall be 2,000 for the STANDARD License, 20,000 for the EXTENDED License, and unlimited for the UNLIMITED License
10. The Number of Downloads shall be 1,000 for the STANDARD License, 5,000 for the EXTENDED License, and unlimited for the UNLIMITED License
11. The Number of Projects shall be 1 (one project) for the STANDARD License, and unlimited for both for the EXTENDED License and the UNLIMITED License, subject to the provisions in clause 12 below.
12. In the event of Synchronisation of a Music Work with a Licensee Production mentioned in clause 3(b) (i.e. commercial spots), for which the Method of Broadcasting are cinemas or TV stations of national or wider coverage, the Number of Projects for the UNLIMITED License is 1 (one project).
13. Method of Broadcasting of Licensee Productions:
- a. is for a STANDARD License limited to the Internet and radio stations broadcasting in one province only, excluding radiostations broadcasting in capital cities,
 - b. is for an EXTENDED License limited to the Internet and all local and regional radio and TV stations and events (fairs, shows, exhibitions, conferences),
 - c. is for an UNLIMITED License unlimited (comprising in particular broadcast in the Internet, radio stations of any coverage, TV stations of any coverage, including ground and satellite services, cinemas and theatres as well as any other possible place).
14. Subject to the provisions set out in Article 5 § 1, clauses 3(d) Licensee Productions after Synchronisation with Music Works may be marketed by Licensee regardless of License Type, subject to the Number of Downloads and/or Number of Data Carriers permitted for the relevant License Type.
15. The following shall be expressly prohibited in any case under this Agreement:
- a. manufacturing and marketing of electronic devices in which Music Works are pre-written in memory
 - b. transfer, distribution, lease, licensing and sub-licensing of Music Works to third parties
 - c. provision and making available Music Works to third parties (except as provided in clause 17)
 - d. use of fragments or entire Music Works as part or whole of a self-written musical or vocal work.
16. Pursuant to the License granted to it, Licensee may alter the technical features of the Audio Files, in particular change the audio format, compress and decompress. Due to the technical requirements of a Licensee Production, the Licensee may Synchronise the Music Works either as a whole or in parts. The foregoing, however, excludes any modification of the Music Works that would lead to a change of the form or artistic content of a Work in the meaning of the Law on Copyright and Neighbouring Rights.
17. Licensee may provide one copy of a Music Work to third parties (in particular its employees and subcontractors) only if so required by the creative process of a Licensee Production and its Synchronisation with such Music Work.
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

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§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.