

MASTER AND COMPOSITION LICENCED AGREEMENT

This agreement is between:-

First Class Production Audio Limited, ("FCP AUDIO") company number 10458556, Registered in England and Wales, United Kingdom, and you, or the employer on whose behalf you are entering this agreement ("YOU")

NOW IT IS AGREED that:

1. AUDIO

Any Audio downloaded by the Media User "YOU" is subject to the following agreement and that by downloading any SoundStacks/Audio you are accepting this agreement.

2. GRANT OF LICENCE

"FCP AUDIO" hereby grants the Media User "YOU" a non-exclusive, non-transferable, worldwide license in perpetuity to use the Audio within the SoundStack purchased for the purposes of the Project only and otherwise in accordance with the terms of this Agreement.

3. USES OF LICIENCE

The Media User "YOU" can use the Audio for the purposes of synchronisation with media / audio visual production in which will include but is not limited to: website sound design, games, electronic devices, software applications, corporate video, multimedia CD / DVD ROM, student / festival films, presentations, audio books, on-hold, hardware and software products, viral advertising, YouTube and social networks.

The Media User "YOU" must understand that the licence does not include public performance rights

The Media User "YOU" may use all elements within the SoundStack to edit and/or loop each such portion to extend its length for creative, technical or timing purposes

The Media User "YOU" may use the Audio in Cinematic or Theatrical productions, but in the case of a major release or production "FCP AUDIO" retains the right to negotiate higher licensing fees and Performance royalties may be due through collecting societies (PRO's). Major releases are considered to be commercially released films / productions where there are large paying audiences.

4. LIMITATIONS OF LICENSE

The Media User/Licensee "YOU" may not

(a) sell, transfer, give away, sublicense, any part of the SoundStack Audio on its own for purposes of commercial sale

(b) make the Audio available to multiple computers over a network system

(c) distribute copies of the SoundStack Audio and/or accompanying materials to others unless synchronized and embodied in the Project

(d) modify, translate, adapt, reverse engineer, decompile, disassemble or create derivative works based on the Audio

(e) redistribute in automated web templates like e-card or website templates

(f) alter or embellish the Audio with intent to claim ownership or claim to be the copyright owner

5. TERRITORY

The territory covered by the Licence is the world.

6. NON-EXCLUSIVE

The Licence is granted on a non-exclusive basis.

7. CONSIDERATION

In consideration of the Licence the Media User "YOU" will pay "FCP AUDIO the fee set out on the Website which is calculated according

8. COMPANY WARRANTIES

The Company has the authority to enter into this Agreement.

The Company warrants that it has the right to grant the licence granted hereunder, which form the basis of the Licence, you hereby agree and understand that this licence is granted to you without any other warranty or recourse.

9. MEDIA USER WARRANTIES

The Media User "YOU" will not make any material changes to the Audio that has a resulting effect of which would be to alter the Audio beyond recognition, or by adding instruments or vocals.

10. INTELLECTUAL PROPERTY RIGHTS

Neither this Agreement nor the Licence confers on the Media User "YOU" have any right to ownership of any intellectual property rights in the Audio or any other material associated with the Audio which is on the website, Ownership of copyright was not assigned to the Media User "YOU" and remains with "FCP AUDIO"

11. TERMINATION

"FCP AUDIO" has the right to terminate this Agreement and the Licence if the Media User "YOU" materially breaches any of the terms of this Licence/agreement.

12. ERRORS AND VIRUSES

"FCP AUDIO" will use its best endeavors to correct errors and omissions as quickly as practicable possible after being notified of them.

13. DEFINITIONS

In this Agreement:-

"Licence" means the licence granted

"Audio" means the music or sound effect contained within a SoundStack

"Media User" means the customer who purchases a Licence through the website

"Project" means the intended use of the Audio by the Media User

"website" means the website www.fcpaudio.com or any other domain from which "FCP AUDIO" sells Licences