

USER LICENSING AGREEMENT FOR MUSIC & SOUND EFFECT USE
Version 2.0



THIS DOCUMENT SHOULD BE READ IN CONJUNCTION WITH OUR TERMS AND CONDITIONS (T&Cs).

Unauthorised synchronisation use, copying, hiring, lending, broadcast and public performance are strictly prohibited.

HOW TO INTERPRET THIS AGREEMENT

1. This **Agreement** sets out the terms and conditions which apply to the use by you, as an end user, of music which you have downloaded and licensed from the **Website**. End users who register, search for, listen to and download music from the Website shall be called “**you**” or “**your**” for the purposes of this Agreement.
2. This Agreement has some terms with special meanings. These meanings are set out in the **Glossary** in Schedule 1, together with some rules explaining how to interpret this Agreement. These terms are used with a capital first letter and when used for the first time shall appear in **bold**.
3. You are advised to read the terms of this Agreement carefully as it sets out details of any restrictions and limitations upon the use of your chosen Track, as well as details of the permitted use which the **Track** may be used for. If you wish to licence music from the Website, you agree to the terms of this Agreement and your use of the music is subject to our receipt in full in cleared funds of the Licence Fee.

LICENCE TERMS

4. Before you can download music from the Website, you must populate a new SoundVault ‘production’ (including compulsory fields - licence type, production reference name, run time and any non-compulsory fields – program name, episode name, series name). Then check the box “I agree to the User License Agreement (ULA) and click ‘create’. Next scroll through, read and accept the terms of this Agreement. Once you have clicked the ‘Buy’ button and selected ‘confirm payment’”, this Agreement will form a legally binding Agreement between you and us as the Licensor.
5. In consideration of the payment by you of the **Licence Fee**, the Licensor hereby grants to you a non-exclusive, non-transferable, limited, right to use and/or synchronise the Track, with informational, editorial or other content for the **Licensed Use** (and for no other purpose whatsoever), subject to, and in accordance with, the terms and conditions of this Agreement.
6. All rights in and to the Track not expressly granted under this Agreement are expressly reserved to the Licensor and/or the applicable rights holder.
7. You must pay the Licence Fee before you can use the Tracks for the Permitted Use. To pay, please follow the payment instructions on the Website. You promise that all payment information you provide is accurate and that you are entitled to use the payment method you have chosen. If you are using a credit or debit card, you promise that you are authorised to use the credit or debit card password and username. If your Licence Fee payment is subsequently declined or we do not receive payment for any reason, we may terminate this Agreement and you may not use the

music. Once you have completed the payment process, you will be able to download your Tracks at a quality that is appropriate to the Permitted Use you have selected and as indicated in the FAQ section on the Website as amended from time to time.

8. Once the Licence Fee is paid or pre-purchased credit used you will have 90 days to download the Track(s) you have chosen and complete the relevant **Cue Sheet**. If the Cue Sheet is not completed on time, the production will be lapsed and this Agreement will be void.
9. Notwithstanding anything else in this Agreement, you shall remain responsible for any applicable public performance fees. Clearing public performance rights is normally the responsibility of the broadcaster, public event organiser or website owner, and do not come out of the producer's budget. There are no PPL fees payable on the public performance of the Tracks made available on this Website in advertising and for certain uses. However, public performance usage must still be cleared with the 'PRS for Music' in the UK, or similar societies in overseas territories in the normal way. For more information on performing rights please contact your local performing rights society.
10. The Track(s) may not be released for retail sale purely as music entertainment in their own right. Tracks must be part of a media production or performance that has been licensed via the Website.

PRODUCTION AND REVERSIONING

11. If you make changes to the original production details that you provide to us during the licensing process on the Website in any way then this will be treated as a new production. If the new production requires further Tracks then a new licence will be required. That applies even if only non-SoundVault tracks are added.
12. If you alter your production in any way but no new music tracks are included then the production will be a reversion of the existing licence between you and the Licensor ("**Reversion**"). To create a Reversion you will then need to return to your original production Cue Sheet on the website. Go into 'my profile', select 'cue sheets' select 'reversion', populate the 'production reversion' sheet (including compulsory fields - licence type, production reference name, run time and any non-compulsory fields – program name, episode name, series name). Then check the box "I agree to the User License Agreement (ULA) and click 'create'. Once you have clicked the 'Buy' button and selected 'confirm payment'", this Agreement will form a legally binding Agreement between you and us as the Licensor. .
13. This will create a new Cue Sheet populated with the old details that you can alter accordingly.
14. You can purchase a Reversion for a period of 10 years from the date of the original production Licence was purchased from the Licensor.

WARRANTIES AND INDEMNITIES

15. You warrant that:
 - a) you are 18 years old or over; and you are
 - b) you are entitled to enter into this Agreement;
 - c) the information you provide to the Licensor is complete, accurate and correct;
 - d) you will not use the Website or Track in any way which infringes or violates the rights of any person including any **Intellectual Property Rights** or rights of privacy or any other common law or statutory rights of any kind; and
 - e) you will not use the Track for anything other than the Licenced Use.
16. The Licensor warrants that, so far as it is aware, it is entitled to enter into this Agreement.
17. Unless expressly stated otherwise in this Agreement and to the extent permitted by law, the Licensor does not give any other representation, warranty or recourse, express or implied and the

Licensor hereby excludes all terms, representations and warranties that might otherwise be implied into this Agreement.

18. In no event shall the total aggregate liability of the Licensor under this Agreement exceed the Licence Fee paid or payable in respect of the relevant Track relating to the warranty breached. The Licensor shall not be liable for any loss of profit or opportunity or for any indirect or consequential loss of any kind howsoever arising out of and/or in connection with this Agreement.
19. Nothing in this Agreement shall exclude or limit either party's liability for death or personal injury arising through negligence or for fraud or for anything else that may not be excluded by law.
20. Upon termination of this Agreement or expiry of the applicable **Term**, all rights granted under this Agreement shall immediately cease and terminate.
21. If you fail to comply with any term of this Agreement or if the Licensed Use infringes any third party Intellectual Property Rights, the Licensor may (without prejudice to any other rights it may have) terminate this Agreement without notice, at any time.
22. You indemnify the Licensor and keep the Licensor at all times fully indemnified from and against all actions, proceedings, claims, awards, demands, costs, damages and expenses (including, without limit, all legal costs) incurred and/or suffered by the Licensor however arising directly or indirectly as a result of any breach or non-performance by you of any of your undertakings, representations, warranties and/or obligations under this Agreement.

TERM AND TERMINATION

23. This Agreement shall expire at the end of the Term.
24. Either party may terminate the Agreement if the other party materially breaches its obligations hereunder; provided that (a) the non-breaching party sends written notice to the breaching party describing the breach in reasonable detail, and (b) the breaching party does not cure the breach within thirty (30) days following its receipt of such notice. General
25. If either party does not exercise a right or remedy under this Agreement, this will not be taken to mean that they have been waived.
26. This Agreement shall be construed according to the laws of England and the parties agree to submit to the jurisdiction of the English Courts. No amendment shall be made to it except in writing by all parties hereto.
27. This Agreement shall constitute the entire agreement between you and the Licensor at with regard to the subject matter thereof and the parties thereto shall enter into it solely on that basis without reliance on any other representations whatsoever (other than those expressly stated in this Agreement). If any part of this Agreement is found to be invalid by any court having competent jurisdiction and validity of the remaining terms will be unaffected.
28. The Licensor may assign or otherwise transfer any of its rights under this Agreement. You may not assign or otherwise transfer any of your rights under this Agreement, whether in whole or in part.

SCHEDULE 1

GLOSSARY AND HOW TO INTERPRET THIS AGREEMENT

1. The following definitions apply in this Agreement:

“Agreement”

means this end user licence agreement;

“Cue Sheet”

means the sheet for each production containing cue lines and information about the production which must be completed within the 90 day time limit in order for your licence to be valid;

“Intellectual Property Rights”

means all copyright, neighbouring rights, rights in performance, trade marks (registered and unregistered) and registered designs or unregistered design rights and any other intellectual property rights or other rights of a similar nature existing anywhere in the world or any revivals, renewals or revisions of such rights;

“Licensor(s)”

means SoundVault Limited a registered company in England & Wales with company number: 6602618;

“Licence Fee”

means the applicable fee for the Licensed Use indicated to you after you click on the ‘Buy’ button and prior to the point where you click on the ‘confirm purchase’ button when completing the licensing process on the Website;

“Licensed Use”

means the permitted use chosen by you for which the Track may be used which you have selected as part of the licensing process on the Website;

“Rate Card”

means the applicable rate card for licensing music from the Website in accordance with the terms of this Agreement (as amended from time to time); “Term” means the duration of the licence applicable to the respective Licensed Use which you have selected as part of the licensing process on the Website and in the case of Reversions means the date expiring 10 years from the date of which the original Licence that is the subject of the Reversion was purchased;

“Territory”

means the territory within which you may use the Track, which you have selected as part of the licensing process on the Website;

“Track”

means the specific sound recording and composition which you have chosen to licence when completing the licensing process on the Website;

“Website”

means SoundVault.TV and any and all other domains owned or controlled by SoundVault.

2. Any reference in this Agreement to any statute or statutory provision order or regulation shall be construed as including a reference to that statute or statutory provision order or regulation as from time to time amended modified extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments orders regulations and directives modifying or extending the same.

3. Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate unincorporated associations and partnerships.
4. The expression "copyright" means the entire copyright including rental and lending right database right and design right subsisting under the laws of the United Kingdom and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.
5. All references to "including" shall be deemed to be construed as "including, without limitation" or "including, without limit" and "including " shall be construed accordingly.
6. Unless otherwise stated references to clauses sub-clauses sub-paragraphs schedules annexures and exhibits relate to this Agreement.

SoundVault Ltd. Registered company no. (England & Wales): 6602618. VAT reg. no: 934625710
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