

## THE RECORDIST END USER LICENSE AGREEMENT

The following terms and conditions constitute a legally binding agreement ("Agreement") between you (the purchaser, as "You" or "Licensee") and The Recordist/Creative Sound Design, LLC ("The Recordist" or "Licensor"). Please read the terms carefully before purchasing the sound RECORDINGS. By purchasing, you (the purchaser) acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions.

Upon your acceptance of this Agreement and payment for the downloaded content ("RECORDINGS"), and subject to its terms and conditions, you are granted a non-exclusive royalty free Media License, which includes the right to combine the RECORDINGS with graphics, video, or sound elements to create any media product/production. This includes a media product/production for TV, film, web, multimedia, podcasting, embedding in video games and most other applications. The Media License for the RECORDINGS is granted only to a single user. If you want to purchase a multiuser license, please contact The Recordist directly. You can use it over and over, in as many projects as you see fit, in perpetuity. All rights not expressly granted herein are reserved.

In this Agreement: (i) "you" or the "Licensee" means you or, if you are accepting on behalf of your employer or your business entity, then "you" means that employer or business entity; (ii) "The Recordist" or "Licensor" means Creative Sound Design, LLC, operator of the Site; (iii) "RECORDINGS" means any master RECORDINGS, non-musical audio RECORDINGS and other sound material (whether generated electronically, digitally or by any other means or in any media) or other material that you are downloading from the Site, together with any accompanying material.

The license includes:

### 1. Mechanical rights

The right to re-record, duplicate and release the RECORDINGS as part of your or your clients' product/production in whatever medium you choose (i.e. mobile apps, video, film, CD-ROM, BLU-RAY, DVD & TV productions, interactive programs & computer games, radio presentations & commercials, television programs & commercials, live performances, theatrical performances, speech & audio book products, Web pages & multimedia presentations, PowerPoint & Flash productions, AV & computer generated displays, podcasts, digital formats). All such applications

hereinafter referred to as "product/production", no additional clearances or paperwork are required.

**2. Synchronization rights**

The right to use the RECORDINGS as a soundtrack "Synchronized" with visual images, or sounds as part of your or your clients' product/production, no additional clearances or paperwork are required.

**3. Public Performance Broadcast rights**

The right to use the RECORDINGS as part of the public viewing or broadcast of your or your clients' product/production, including but not limited to mobile apps, videos, dvd, blu-ray, web sites, podcasts, multimedia presentations, video games, films, television, theatrical performances and radio, no additional clearances or paperwork are required.

**YOU THE LICENSEE MAY:**

1. Use the RECORDINGS (as part of your or your clients' product/production) in perpetuity, within different or various works or projects as you see fit.

2. Publicly perform the RECORDINGS (as part of your or your clients' product/production) over any public or private medium.

3. Transfer the RECORDINGS to any medium necessary (mobile apps, video, film, reel to reel, digital, etc.) to complete your or your clients' product/production and distribute it.

4. Use the RECORDINGS for any visual productions (film, video, tv, webcast, etc.) in their entire length and these productions may be duplicated without restriction.

5. Use the RECORDINGS as individual sound assets in video games, online games, mobile apps, etc or multimedia projects, across any platform(s)

6. Seat Restrictions. Only you are permitted to use the RECORDINGS, although you may transfer files of your completed work product containing RECORDINGS to your clients, distributors, broadcasters, licensees or ISP for the purpose of broadcast and reproduction for Permitted Uses, provided that such parties shall have no further or additional rights to use the RECORDINGS and cannot access or extract it from any file, film or television production or other work that you provide. You may install and use the RECORDINGS in only one location at a time, although subject to the Prohibited Uses and the other

terms of this Agreement, you are entitled to utilize the RECORDINGS for the Permitted Uses an unlimited number of times. You may physically transfer the RECORDINGS and its archives from one location to another, in which case you may use the RECORDINGS at the new location instead. If you require the RECORDINGS to be downloaded or installed in more than one location (for example, multiple computer workstations) or accessible by more than one person, you must re-license the RECORDINGS from the Site for each such use, or purchase an extended license, if available. You may make one (1) copy of the RECORDINGS solely for back-up purposes, and you must reproduce all proprietary notices on this single back-up copy.

**YOU THE LICENSEE MAY NOT:**

1. Claim ownership or authorship of the RECORDINGS represented under this Agreement.
2. Assign, transfer, share, rent or sub-lease this Agreement with any other party except as otherwise provided in this Agreement.
3. Provide remote access to unsynchronized the RECORDINGS to any user except the Licensee.
4. Sell the original RECORDINGS contained herein outright on a stand-alone basis to any other individual or party.
5. Transfer, re-record, copy or duplicate any The Recordist RECORDINGS on a stand-alone basis for any purpose not authorized under the terms of this Agreement.
6. Utilize, reproduce or scan the RECORDINGS in any manner to develop, train or enhance Artificial Intelligence Technologies, Neural Networks, Machine Learning, Computer Models or Algorithms, regardless of commercial or non-commercial use.
7. Except as otherwise provided in this Agreement, copy, duplicate, provide access to, sell, lease, loan or give away unsynchronized The Recordist RECORDINGS by any means including the World Wide Web, streaming audio, physical media or any delivery method now known or which shall become known.
8. Sell or otherwise dispose of computers, hard drives or discs or any other electronic storage media which contain The Recordist RECORDINGS, unless all the The Recordist RECORDINGS have been deleted. All The Recordist RECORDINGS maintained on

any computers, hard drives, discs or any other electronic storage media must be deleted before the disposal, transfer or sale of any computer, hard drive or disc that contains The Recordist RECORDINGS.

#### **TERM**

This Agreement commences on the effective date of purchase and is effective in perpetuity.

#### **WARRANTY**

The Recordist represents and warrants that your use of The Recordist royalty free sound products (including, without limitation, the RECORDINGS) in accordance with this license does not infringe on any third party property and / or proprietary rights. Creative Sound Design, LLC and The Recordist warrant that they are permitted to grant the rights set forth herein.

#### **INDEMNIFICATION**

Licensee will indemnify, save, and hold harmless Licensor from and against any and all third party claims, demands, damages, suits, liabilities and all costs and expenses, including without limitation attorneys' fees, against or suffered by Licensor with respect to any matter that arises as a result of a breach or alleged breach of this Agreement by the Licensee.

#### **LIMITATIONS**

The Recordist protects its copyright by all necessary means, including legal action. RECORDINGS may not be copied or duplicated except for use in the Licensee's or Licensee's clients' productions and any advertising, promotions, or trailers associated therewith and must only be used by Licensee and Licensee's contractors, consultants and clients. Except as otherwise set forth herein, tracks may not be traded or exploited for profit or any other reason. Licensor maintains all intellectual property rights with regard to the marketing and sales of all RECORDINGS tracks and any infringement thereof is punishable by law.

#### **TERRITORY**

The world.

#### **GOVERNING LAW**

This License Agreement shall be construed and enforced in accordance with the laws of the State of Idaho, United States of America. You agree that the exclusive jurisdiction for any action relating to this License Agreement will be in the federal or state courts with jurisdiction encompassing the State of

Idaho and you hereby consent to such jurisdiction.

This is a legal agreement between you, the end user, and The Recordist/Creative Sound Design, LLC. Purchasing and use of any RECORDINGS from The Recordist/Creative Sound Design, LLC via any means constitutes acceptance of these terms.

**ACKNOWLEDGEMENT**

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO AGREEING TO IT. IN CONSIDERATION OF THE RECORDIST AGREEING TO PROVIDE THE RECORDINGS, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND THE RECORDIST, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND THE RECORDIST RELATING TO THE SUBJECT OF THIS AGREEMENT.

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