



Royalty-free license agreement

This license agreement (hereafter referred to as the "**Agreement**") is made between the purchaser (hereafter referred to as the "**Licensee**") and the music website PlayOnLoop.com owned by Filippo Vicarelli (hereafter referred to as the "**Licensor**"), on the date of purchase from PlayOnLoop.com in regards to the following music file(s) (hereafter referred to as the "**Represented Tracks**"):

Set forth below:

Guarantee

Licensee guarantees that it owns and controls the rights represented herein with respect to the recordings and the musical compositions in each of the **Represented Tracks** and has and will hold throughout the **Territory** and during the **Duration** the above listed rights to exploit the **Represented Tracks** as contemplated herein. **Licensor** shall indemnify and hold the **Licensee** harmless from any and all claims, liabilities and costs, losses, damages or expenses (including attorney's fees) arising out of any breach or failure of any covenants or warranties made by the **Licensor** herein.

General terms

The mechanical, synchronization, and performance rights granted to the **Licensee** within the **Agreement** include (1) right to re-record, duplicate and release the **Represented Tracks** as part of a production in whatever medium(s) necessary (i.e. video tape, film, CD-ROM, DVD). If the music is used in software such as a video game application or other software product, the music must be "embedded" so that the end user of the software or video game is unable to extract or use the music on its own; (2) right to use the music as a soundtrack "synced" with visual images as part of a production; and (3) right to use the music as part of the public viewing or broadcast of a production (including but not limited to TV shows, videos, DVDs, Web Sites, podcasts, multimedia presentations, and films).

Rights not included in this agreement

The rights granted to the **Licensee** do not permit the **Licensee** to (1) claim ownership or authorship of the music represented under this **Agreement**; (2) transfer, share or sub-lease this license agreement with any other party; (3) copy or duplicate the **Represented Tracks** except for use in the **Licensee's** productions; (4) permit any other individual or third party the right to use the **Represented Tracks** in place of the **Licensee**; (5) resell, trade, or exploit for profit the **Represented Tracks** contained herein outright or as part of other music and/or audio-related collections, in part or in whole, to any other individual or party (although the music can be sold as part of the production, which is a clear and distinct product from **Represented Tracks** themselves.) The **Licensor** maintains all intellectual property rights with regard to the marketing and sales of all tracks and any infringement thereof is punishable by law.

Territory

The territory of this contract is the world.

Dates

The term of the contract is effective on the date of purchase from PlayOnLoop.com pending that the payment of **Fees** and delivery of **Represented Tracks** have occurred. The duration of the **Agreement** shall continue throughout duration of the lifetime of the **Licensee**.

Fees

The **Licensee** agrees to pay the **Licensor** a one-time fee that is the equivalent to the final price payed on PlayOnLoop on the date of the purchase. The **Licensee** will not owe any future additional royalties or fees to the **Licensor** for future use of the **Represented Tracks** within the terms of this **Agreement**.

Licensor information

Name: Filippo Vicarelli
Title: Founder of PlayOnLoop.com
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