# 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 producer Filippo Vicarelli, owner of the music website PlayOnLoop.com (hereafter referred to as the "*Licensor*"), on the date of the purchase (indicated on the order e-mail) in regards to the audio file(s) (hereafter referred to as the "*Represented Audio Files*") downloaded from PlayOnLoop.com.

Set forth below:

## Guarantee

*Licensor* guarantees that it owns and controls the rights represented herein with respect to the recordings and the musical compositions in each of the *Represented Audio Files* and has and will hold throughout the *Territory* and during the *Duration* the above listed rights to exploit the *Represented Audio Files* 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 ❶ right to re-record, duplicate and release the *Represented Audio Files* as part of a production in whatever medium(s) necessary (i.e. video tape, film, CD-ROM, DVD, digital download) up to 5000 copies for Regular License or in unlimited copies for Extended License. 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; ❷ right to use the music as a soundtrack "synced" with visual images as part of a production; and ❸ 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 ❶ claim ownership or authorship of the music represented under this *Agreement*; ❷ transfer, share or sub-lease this license agreement with any other party; ❸ copy or duplicate the *Represented Audio Files* except for use in the *Licensee*'s productions; ❹ permit any other individual or third party the right to use the *Represented Audio Files* in place of the *Licensee*; ❹ create derivative works by adding instruments, vocals, lyrics or sounds in order to create new music that is partially build on the *Represented Audio Files*; ❺ resell, trade, or exploit for profit the *Represented Audio Files* 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 Audio Files* 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 local or regional (based on the address of the *Licensee,* also indicated on the order e-mail) for Regular License, worlwide for Extended License.

## Dates

The term of the contract is effective on the date of the purchase (indicated in the order e-mail) ending that the payment of *Fees* and delivery of *Represented Audio Files* 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 and *Licensee* will not owe any future additional royalties or fees to the *Licensor* for future use of the *Represented Audio Files* within the terms of this *Agreement*.

## Collecting Societies

The *Licensor* warrants that the work under this agreement is not registered or any other wise assigned at any collecting society. The *Licensor* grants to *Licensee* to fulfill all obligations or payments to any collecting society if a claim in *Licensor*'s name occurs by any collecting society to *Licensee*'s disadvantage. In such case *Licensor* shall indemnify and hold harmless *Licensee* against all demands and payments. To reduce possible damages to the Licensee the *Licensor* furthermore assigns all possible royalties claims to the *Licensee* against any collecting society arising from *Licensee'*s use of *Licensor's* work.

## Licensor information

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