

Elysium Audio Labs

License Agreement

1. This License is between Elysium Audio Labs and you, the purchaser, and grants you a perpetual, non-exclusive, commercial, worldwide license to make use of the musical work you have selected, on the following terms. Please keep your invoice. The invoice number is your personal license number.
2. You are licensed to use the Item in one of the following ways:
 1. synchronisation with an audio-visual or audio-only work, to create End Products that incorporate the musical work as well as other things, so that they are larger in scope and different in nature than the musical work;
 2. specific direct playback uses, which are background music for one event, venue or location, one company's private on-hold music system, or one personal mobile ring-tone.
3. The license includes the right to utilise the musical work through communication to the public (performance), display, distribution, and reproduction (for broadcast, a cue sheet must be filed). Read the next clause for some limitations, and see later clauses for things that are not Allowed Uses.
4. Allowed Uses have these limitations:
 1. Films intended for theatrical release and television: An industry standard cue sheet must be filed. See clause 11. (To avoid confusion, use in Indie Films, YouTube, most web uses etc. does not require filing cue sheets.)
 2. Broadcast: Performance rights are not included with this license. See clause 14 for more details.
5. There are no restrictions on views or impressions of an End Product containing the musical work. For example, there can be unlimited Internet views or page impressions of an End Product.
6. You can create one End Product for a client, and you can transfer that single End Product to your client. This license is then transferred to your client.
7. You can modify or manipulate the musical work, or combine it with other works, to suit your End Product. The resulting works based on the Item are subject to the terms of this license. You cannot claim ownership of the musical work, whether it's in original form or altered under this clause. You can do the things allowed in this clause as long as the end use is an Allowed Use under clause 2.

Things you can't do

8. You can't re-distribute the musical work as a musical item, as stock, in a tool or template, or with source files. You can't do this with the musical work either on its own or bundled with other works (such as an audio compilation), and even if you modify the musical work. You can't re-distribute it as-is or with superficial modifications. These things are not allowed even if the re-distribution is for free.
9. You must not permit an end user to extract the musical work and use it separately from an End Product.
10. You can't claim trademark or service mark rights over the musical work within an End Product.
11.
 1. The musical works are registered with a P.R.O (BMI). If you create an End Product that is publicly performed or broadcast, a cue sheet must be filed by the production company. Additional fees may apply which are collected by a P.R.O. (Info: These fees are paid by the broadcaster, not the filmmakers!)
 2. Nothing in this license acts as a waiver of any P.R.O. fees.
12. You can only use the musical work for lawful purposes. Also, you can't use it in connection with defamatory, obscene or demeaning material, or in connection with sensitive subjects.
13. This license applies in conjunction with the our terms for your use of www.elysiumaudiolabs.com. If there is an inconsistency between this license and the these Terms, this license will apply to the extent necessary to resolve the inconsistency.
14. This license can be terminated if you breach it and don't remedy the breach. If terminated, you must stop the Allowed Use, which includes no longer making copies of or distributing an End Product until you remove the musical work from it.
15. The author of the musical works retains ownership of the musical work but grants you the license on these terms. You can't claim ownership of the Item, even if modified under clause 7, for example through content identification systems.