



Licensor:
Sebastian Roeder
Am Roedelheimer Wehr 3
60489 Frankfurt
Germany
Elysiumaudiolabs.com

License Type: Extended License

1. Licensing Terms

This Master Use and Synchronization License Agreement (the “Agreement”) is made between: Sebastian Roeder (“Licensor”, “us”, “we”, “our”) and the you, the licensee, or the employer or client on whose behalf you are entering this agreement (“you”, “your”). By purchasing this license, you agree to be bound to the terms and conditions of the Agreement.

2. Definitions

Website: <https://elysiumaudiolabs.com>

Musical Work: A certain piece of music available on the Website, including the recording and the musical composition.

Production: A certain audiovisual or audio-only media project to which the Musical Work is synchronized.

Allowed Use: The way in which you are allowed to use the Musical Work, as regulated in the Agreement.

3. Non-Exclusive Extended License

Licensor grants you the perpetual, non-exclusive, non-transferable*, commercial, worldwide right and license to make use of the Musical Work in an unlimited number of Productions on the following terms and conditions:

*Exception: if you enter this agreement on behalf of an employer or client - in this case this license can be transferred to this specific employer or client.

4. Allowed Uses

You are licensed to use the Musical Work in one of the following ways:

4.1.

The Extended License includes the non-exclusive right to utilise (perform) the Musical Work through communication to the public (performance), display, distribution, and reproduction in an unlimited number of Productions throughout the universe in perpetuity in any media now known or hereinafter devised, unless it is not an Allowed Use (please read later clauses for some limitations, and for things that are not Allowed Uses).

4.2.

Synchronisation with an unlimited number of audio-visual or audio-only Productions 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.

Allowed Uses include but are not limited to:

- a) websites and social media
- b) YouTube and Vimeo
- c) online advertising
- d) Podcasts
- e) non-commercial videos (e.g. wedding videos, free educational content, charity etc.)
- f) non-commercial slideshows
- g) corporate videos
- h) student films
- i) non-commercial games and commercially distributed games with a budget up to 1 Million USD*
- j) non-commercial films and commercially distributed films with a projected audience (“Projected Audience”)** of less than 2 Million people
- k) non-commercial audiobooks and commercially distributed audiobooks
- l) non-commercial apps and commercially distributed apps
- m) non-commercial online-courses and commercially distributed online-courses
- n) events and public background use (weddings, bars, restaurants, gyms, in-store, on-hold, fairs/trade shows, industry events etc.)

*If your budget exceeds 1 Million USD, you must purchase a Premium License.

**Projected Audience shall mean the number of people who downloaded your production or purchased a physical copy, and in case of a TV or radio broadcast the number of potential viewers or listeners of that TV or radio broadcast. If the Projected Audience exceeds 2 Million, you must purchase a Premium License, or a Custom License for international broadcasts and international theatrical releases.

(Note:

You can upgrade the Extended License at any time. Your original purchase price will be deducted when purchasing the upgraded license. Please contact us via info@elysiumaudiolabs.com if you wish to upgrade your license.)

Please read the next clauses for some limitations, and for things that are not Allowed Uses.

5. Limitations

Allowed Uses of the Extended License do expressly not include any of the following:

- a) international broadcast
- b) broadcast to a projected audience of more than 2 Million people
- c) use in Games with a budget over 1 Million USD
- d) international theatrical releases
- e) national theatrical releases with more than 2 Million tickets sold

Those applications require the purchase of a Premium License or Custom License.

For any questions regarding which license you need for those applications, please visit <https://elysiumaudiolabs.com/licenses>, or contact us via info@elysiumaudiolabs.com.

6. Additional Limitations For All License Types

Allowed Uses have these limitations:

6.1

If you create a Production that is publicly performed or broadcast, an industry standard cue sheet must be filed. (Note: Streaming on YouTube, Vimeo, most web uses etc. does not require filing cue sheets.)

- a)
Performance rights are not included with this License. Additional fees may apply which are collected by a P.R.O. (performing rights organisation).
(Info: These fees are paid by the broadcaster, not you! For further information, please see the FAQ on the Website.)
Cue sheets must be filed with Licensor's P.R.O BMI (USA), and a copy must be e-mailed to info@elysiumaudiolabs.com. If necessary, Licensor will provide all cue sheet information upon request.

- b)
Nothing in this License acts as a waiver of any P.R.O. fees.

6.2

There are no restrictions on views or impressions online (Internet/Web) of a Production containing the Musical Work.

There can be unlimited Internet views or impressions of a Production.

6.3

You can create Productions for a client or employer, and you can transfer those Productions to your client or employer. This License is then transferred to your client or employer. The client or employer cannot use the music for a different project, separate from what you were hired to create.

6.4

You can modify or manipulate the Musical Work, or combine it with other works, to suit your Production. The resulting works based on the Musical Work 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 it's an Allowed Use.

6.5

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. You can't resell the Musical Work by incorporating into other royalty-free items such as, but not limited to, stock video and After Effects templates. These things are not allowed, even if the re-distribution is for free.

6.6

You must not permit an end user to extract the Musical Work and use it separately from your Production.

6.7

You can't claim trademark or service mark rights over the Musical Work within a Production.

6.8

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. Sensitive subjects include, but are not limited to:
pornography (adult content), racist political content or any kind of immoral or illegal activity. When in doubt, contact Licensor for further clarification.

6.9

This Agreement applies in conjunction with the terms and conditions (“Terms, “Terms and Conditions”) for your use of the Website <https://elysiumaudiolabs.com>, which you agreed to by using the Website. If there is an inconsistency between the Agreement and these Terms, this License will apply to the extent necessary to resolve the inconsistency.

You can revisit the Terms and Conditions of the Website here:
<https://elysiumaudiolabs.com/terms-and-conditions/>

6.10

You can't claim ownership of the Musical Work, even if modified, for example through content identification systems (CID) such as YouTube's Content ID system, Facebook Rights Manager or similar systems, even if synchronized with your own Production.

6.11

This Agreement 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 a Production in any way, shape, or form until you remove the Musical Work from it.

6.12

Licensor retains ownership of the Musical Work but grants you the license on these terms.

7. Ownership and Administration of Rights

Licensor is the sole copyright owner of master recordings (“Masters”) and compositions (“Compositions”) of the Musical Work. The Masters and Compositions are protected by and subject to German and international copyright laws.

Rights for the Compositions are administered by a Performing Rights Organization (BMI, United States of America).

8. Modifications to Compositions

You shall not make any change in the original lyrics, if any, or in the fundamental character of the music of the Compositions without written prior authorization from Licensor.

You can modify or manipulate the Musical Work to suit the Production (cuts, fades, changing volume balances with the stems provided). The resulting works based on the Musical Work 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 as stated above.

9. Nonexclusive License

Licensor grants to you the non-exclusive right to use and reproduce the Masters and Compositions solely in synchronization with the Production within the Territory and during the Term. Licensor grants to you the right to publicly perform the Masters and Compositions solely in synchronization to the Production.

10. Representations and Warranties

Licensor hereby warrants that it has the power and authority to grant the rights in this Agreement and that the Masters and Compositions do not infringe any third-party rights. In no event shall Licensor's liability for a breach of this warranty exceed the amount of payments received under this Agreement.

Licensor warrants and represents that it will not violate any law, regulation or contractual obligation by entering into this Agreement, and that it is free to enter into this Agreement, is not subject to any obligation or disability and has not made or will not make any grant or assignment which can, will or reasonably might prevent or materially interfere with the full performance of his/her exclusive obligations hereunder.

Licensor warrants and represents that all Recordings written, composed, arranged and/or produced by Licensor hereunder shall be 100% owned by Licensor. Licensor further warrants and represents that to the best of Licensor's knowledge after diligent investigation, such Recording(s), and your use thereof, shall not infringe upon or violate the right of privacy of, or constitute a libel or slander against, or violate any common law rights or any other rights of any person or entity.

11. Indemnification

Licensor hereby agrees to indemnify and hold harmless you, your successors, transferees, assignees and licensees, and the respective agents from and against any and all damages, costs, expenses, liabilities, claims and causes of action in any way arising by reason of the breach by Licensor of any warranty or representation hereunder or any other provision in this Agreement, including, without limitation, reasonable outside attorneys fees and costs in the defense and disposition of such matters, and any claim for any compensation by Licensor. You shall defend and indemnify Licensor from and against all judgments, damages, costs and expenses, including reasonable outside attorneys fees and court costs, arising out of material assigned and/or supplied to Licensor by you, material altered or added by you, and/or your development, production, distribution or exploitation of any Production produced hereunder.

12. Remedies

a) The Recording to be furnished and the rights herein granted to you are of a unique character of such value that the loss of the Musical Work could not adequately be compensated in damages in

an action at law, and a breach by Licensor of any material provision hereunder will cause irreparable injury. Licensor, therefore, expressly agrees that you shall be entitled to seek equitable relief by way of a temporary restraining order, specific performance, preliminary or permanent injunction or otherwise to prevent the breach of this Agreement and to secure its enforcement.

b) The sole right of Licensor as to any breach or alleged breach by you shall be the recovery of money damages, and the rights herein granted by Licensor shall not terminate by reason of such breach or alleged breach.

You shall have the right to terminate this Agreement and the use of the Recording if, you in good faith belief, based on the facts then available to you, Licensor has engaged in any of the following conduct a) fraud, misappropriation or embezzlement of funds; b) willful disregard of instructions, applicable company policies, regulations or procedures of which Licensor was or should have been aware; or c) gross misconduct. Termination under this provision shall be effective immediately upon receipt of notice by Licensor.

13. No Authority to Bind

Licensor has no authority to bind you in any third party agreements or any other agreements unless a prior agreement has been made with you in writing.

14. Entire Agreement

a) This Agreement cancels and supersedes all prior negotiations and understandings between you, and Licensor relating hereto. No officer, employee or representative of you has any authority or make any representation or promise not contained in this Agreement and Licensor expressly represents and warrants that Licensor has not executed this Agreement in reliance on any such representation or promise.

b) Should any provision of this agreement be invalidated for any reason by a court or arbitrator of competent jurisdiction, such invalidation shall have no effect on the remainder of the Agreement and the Agreement shall remain in full force and effect.

15. Additional Provisions

a) Voluntary Agreement: Licensor represents and warrants that it has entered into this Agreement freely and voluntarily without any duress, coercion or undue influence.

b) Choice of Law and Submission to Jurisdiction: This Agreement shall be governed by applicable federal law and by the laws of Frankfurt, Germany. Licensor and you hereby submit and consent to the jurisdiction of the state and federal courts located in Frankfurt am Main, Germany, and stipulate that such courts are convenient for the resolution of any disputes relating to this Agreement or the formation, interpretation or breach hereof.

d) Notices: Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally or seven (7) days after being sent by first-class registered or certified mail, return receipt requested, to the party for which intended at its or his or her address set forth in this Agreement or to such other address as either party may hereafter specify by similar notice to the other. If the date for the exercise of an option or a date on which

a notice must be received falls on a weekend or a legal holiday, the date shall be deemed extended through the close of the next business day thereafter.

e) Ambiguities: This Agreement shall be deemed to have been drafted by all the parties hereto, since all parties had the opportunity to review and agree thereto and no ambiguity shall be resolved against any party by virtue of its participation in drafting of this Agreement.

f) Attorneys or Agents Fees: The fees, expenses and commissions of any attorney, accountant, agent or manager employed, retained or consulted by Licensor shall be borne solely by Licensor.

g) Agreement Copies: This Agreement may be manufactured, or executed in as many copies or counterparts and are all one in the same Agreement and are executed.

16. Commencement of Agreement

This Agreement shall commence upon the date of the purchase of your license from Licensor, and all parties intend to be bound throughout the Term of the Agreement.

In combination with the invoice received after purchase, this document acknowledges that the license has been paid for and issued.

For any questions regarding the Agreement, please contact info@elysiumaudiolabs.com.

Last Revised: November 2019

Sebastian Roeder
Elysium Audio Labs