

This licence agreement is between:-

Bright Cloud Media Limited, trading as Media Music Now, company number 5511247, Registered in England and Wales, United Kingdom and the registered Media User of Media Music Now.

NOW IT IS AGREED that:

1. AUDIO

Any Audio downloaded by the Media User is as subject to the following agreement and that the number of copies made should not exceed that as stated on this agreement. By downloading any Audio from Media Music Now you are accepting this agreement.

2. GRANT OF LICENCE

2.1 Scope of Licence

2.1.1 The Company hereby grants the Media User a non-exclusive licence to use the Audio for the purposes of the Project only and otherwise in accordance with the terms of this Agreement.

2.1.2 The Licence permits the Media User the right to use such number of copies of the Audio as specified in Clause 1.

2.1.3 The Media User has the right to go back to the Site at a later date or contact the Company directly and pay for the right to make additional copies of the Audio which will be subject to the terms of this Agreement and the Licence.

2.2 Uses of Licence

2.2.1 The Media User can use the Audio for the purposes of synchronisation with media / audio visual production in nonbroadcast media which includes but is not limited to: website sound design, games, electronic devices, software applications, corporate video, multimedia CD / DVD ROM, student / festival films, presentations, audio books, on-hold, hardware and software products, viral advertising, YouTube and social networks.

2.2.2 The Media User may excerpt portions of the track and edit and/or loop each such portion to extend its length for creative, technical or timing purposes

2.2.3 Provided the Media User synchronises the Audio with another media product and has paid for every copy they can use the Audio for whatever purpose specified as the Project subject to clause 2.3

2.2.4 The Licence does cover use of Audio in TV, Radio broadcasts but cue sheets must be completed by the broadcaster in the case of music. The broadcaster must contact the Company for additional cue sheet information prior to broadcast.

2.2.5 The Media User may use the Audio in Cinematic or Theatrical productions, but in the case of a major release or production Media Music Now retains the right to negotiate higher licensing fees and Performance royalties may be due through collecting societies. Major releases are considered to be commercially released films / productions where there are large paying audiences.

2.3 Limitations of Licence

2.3.1 The Licensee may not

(a) sell the Audio on its own for purposes of commercial sale

- (b) make the Audio available to multiple computers over a network system
- (c) distribute copies of the Audio or accompanying materials to others unless synchronised as specified in the Project
- (d) modify, adapt, translate, reverse, engineer, decompile, disassemble or create derivative works based on the Audio or its accompanying printed or written materials
- (e) redistribute in automated web templates
- (f) alter or embellish the Audio with intent to claim authorship
- (g) enter into any uses encouraging or associated with illegal or illicit activities

2.3.2 Save as permitted by clause 2.1 the Media User does not have the right to duplicate or copy the Audio over and above the number of copies purchased. The Media User must purchase the right to make additional copies required from the Site or directly from the Company which it must then use in synchronisation with the Project.

2.3.3 The Audio may not be given or sold onto third parties in any format whatsoever other than as authorised hereunder.

2.3.4 No peer to peer.

2.4 Territory

The territory covered by the Licence is the world.

2.5 Non-exclusive

The Licence is granted on a non-exclusive basis.

3. CONSIDERATION

3.1 Licence fee

In consideration of the Licence the Media User will pay the Company the fee set out on the Site which is calculated according to the length of the Audio selected. The fee will increase in the event the Media User wishes to purchase additional copies of the Audio.

4. LIABILITY FOR AUDIO SUBMITTED

The Media User acknowledges that the Company is relying on the warranties given by the Contributor that any Audio submitted to the Site does not infringe any third party rights or other agreements. The Company is not liable for any infringements in this respect.

5. OBLIGATIONS

5.1 Media user

5.1.1 The Media User will only use the Audio for the Project specified in this Agreement.

5.1.2 The Media User will facilitate inspection of the Project by the Company and will indemnify the Company in the event that it becomes apparent from inspection that the Media User has breached the terms of the Licence.

6. COMPANY WARRANTIES

6.1 Authority

The Company has the authority to enter into this Agreement.

6.2 Rights granted

The Company warrants that it has the right to grant the rights in clause 2 which form the basis of the Licence.

7. MEDIA USER WARRANTIES

7.1 Alterations

7.1.1 The Media User will not make any material changes to the Audio the resulting effect of which would be to alter the Audio beyond recognition.

7.1.2 The Media User will not claim authorship in the Audio following any necessary alterations to the Audio for the Project.

7.2 Moral Rights

7.2.1 Any changes to the Audio by the Media User will not be to the extent that they infringe the Contributor's right not to have his Audio subjected to derogatory treatment. The treatment of the work is derogatory if it amounts to distortion or mutilation of the work or is otherwise prejudicial to the honour or reputation of the author.

8. INTELLECTUAL PROPERTY RIGHTS

Neither this Agreement nor the Licence confers on the Media User any right to ownership of any intellectual property rights in the Audio or any other material associated with the Audio which is on the Site. Ownership of copyright was not assigned to the Company and remains with the Contributor.

9. TERM AND TERMINATION

9.1 Term

The Licence will continue until the date the copyright expires in the Audio subject to clause 9.2.

9.2 Termination

9.2.1 The Company has the right to terminate this Agreement and the Licence if the Media User materially breaches any terms of the Licence. For the sake of clarity a material breach includes a breach of warranties and obligations of the Media User.

9.2.2 In the event the Company becomes aware of any infringements in connection with the Audio submitted by the Contributor it will notify the Media User and the Licence will terminate.

10. ASSIGNMENT/SUB-LICENSING

The Media User may not assign, sub-licence or sub-contract any of its rights under the agreement to a third party without the Company's prior written consent.

11. ERRORS AND VIRUSES

The Company will use its best endeavours to correct errors and omissions as quickly as practicable after being notified of them. However due to the sophisticated technology required in operating the Site there may be times when obvious errors occur. The Company does not make any warranty that this Site is free from infection by viruses or anything else that has contaminating or destructive properties.

12. BOILERPLATE

12.1 Jurisdiction

Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.

12.2 Entire Agreement

This agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this agreement.

12.3 Severability

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement which shall remain in full force and effect.

12.4 Variation

No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

12.5 Clause Headings

The headings to the clauses are for convenience only and are not to be taken into account in the interpretation of any part of this Agreement.

12.6 Definitions

In this Agreement:-

"Licence" means the licence granted pursuant to clause 2.1.1

"Audio" means the music or sound effect specified in clause 1

"Contributor" means the person/group that is submitting Audio under the terms of this Agreement

"Media User" means the customer who purchases a Licence through the Site

"Project" means the intended use of the Audio by the Media User which is specified in Clause 1

"Site" means the website www.mediamusicnow.com or any other domain from which the Company sells Licences