

# License Terms

This agreement ("Agreement") is made between the purchaser (Licensee) \_\_\_\_\_ and AllMusicLibrary.com, a division of MarkMusic Production per Mark Oates, on the date of \_\_\_\_\_ set fourth below, collectively ("the Parties")

## GENERAL TERMS

Royalty-free music that is purchased from AllMusicLibrary.com comes with an UNLIMITED license for use in television production, radio or audio production, commercials, film, multimedia and other media projects. It is completely royalty-free and can be used over and over in your projects. This means simply that you pay us once, use it forever.

AllMusicLibrary.com and all related music and sounds are owned by AllMusicLibrary.com, a division of MarkMusic Production. This license is between AllMusicLibrary.com and the purchaser. The rights granted include:

### 1. Mechanical rights

The right to re-record, duplicate and release the music as part of your production in whatever medium you choose (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. Synchronization rights

The right to use the music as a soundtrack "synced" with visual images as part of your production.

### 3. Public Performance rights

The right to use the music as part of the public viewing or broadcast of your production (including but not limited to TV shows, videos, DVDs, Web Sites, podcasts, multimedia presentations, and films).

## GUARANTEE

AllMusicLibrary.com 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 Term the above listed rights to exploit the Represented Tracks as contemplated herein. Licensor shall indemnify and hold 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.

## YOU THE PURCHASER MAY

- Use the music without restriction for the lifetime of the purchaser, within different or various works or projects as you see fit.
- Broadcast the music (as part of your production) over any public or private medium that complies with FCC guidelines.
- Transfer the music to any medium necessary (video, film, reel to reel, digital, etc.) to complete your production project.
- Use the music themes for any visual productions (film, video, internet etc.) in their entire length and these productions may be duplicated without restriction.

## LIMITATIONS

These tracks may not be resold as part of other music or audio-related collections, in part or in whole. They may not be used or resold as a commodity except as part of a media production that is clearly unique and distinct from the track itself. Tracks may not be copied or duplicated except for use in the licensee's productions and music only be used by the person to whom the license was given. Tracks may not be traded or exploited for profit or any other reason. AllMusicLibrary.com/MarkMusic Production maintains all intellectual property rights with regard to the marketing and sales of all tracks and any infringement thereof is punishable by law.

## YOU THE PURCHASER MAY NOT

- Re-record or change the music in any way without the written consent of the owners. (You may, however, edit the music to fit your needs.)
- Claim ownership or authorship of the music represented under this agreement.
- Transfer, share or sub-lease this license agreement with any other party.
- Sell the music contained herein outright to any other individual or party (although the music can be sold as part of your production, which is a clear and distinct product from the music itself.)

This is a legal agreement between you, the end user, and AllMusicLibrary.com, a division of MarkMusic Production.

## TERM

The term of this contract is for the lifetime of the purchaser.

## TERRITORY

The territory of this contract is the world.

## REPRESENTED TRACKS

List below

## AGREED AND ACCEPTED

By: \_\_\_\_\_

Dated: \_\_\_\_\_

By: Mark Oates

Title: Founder, AllMusicLibrary.com, a division of MarkMusic Production

Dated: \_\_\_\_\_

SM: \_\_\_\_\_

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