

## Primary Elements D License

### 100-Year Multi-Use Royalty-Free Retail/Product Music Synchronization License Agreement

1. Upon payment and receipt of your licensing order, Primary Elements ([www.PrimaryElements.com](http://www.PrimaryElements.com)) grants to you, on behalf of the copyright holder (Pe Artist) under contract with Primary Elements, a royalty-free non-exclusive right to synchronize the musical element(s) (Music or Element or Elements or Media) that accompanies this document (agreement), into an unlimited number of multimedia retail and product production(s) (Production or Productions) distributed world-wide, for 100 years from the original date of sale (Execution).

2. Uses allowed by this license include, but are not limited to:

Commercial/Retail Physical Toy/DVD/Video/Game Products (distribution under 50k units)

Non-Profit Organization Productions (non-feature films)

Commercial Multi-Player Online Games

Commercial Theatrical Productions (up to 250 total performances at up to 25 venues with attendance under 100k total)

Commercial Ringtones (distribution under 100k units)

Also includes all uses allowed by our A, B and C Licenses

3. Uses not allowed by this license include, but are not limited to:

Any uses listed in Section 2 that exceed the specific restrictions or limits, without prior written clearance from Primary Elements (see Section 4 below)

Any Film/Theatrical Productions (excluding the specific uses allowed in Section 2 above)

Any illegal or otherwise unlawful productions

4. You are responsible for clearing any uses not listed in this agreement or that you are unsure of by contacting Primary Elements prior to any such use.

5. By purchasing this single-site license, you are not assuming any copyrights or rights other than those specifically granted to you in this entire license agreement. Primary Elements and the Pe Artists reserve all rights to legal and financial remedies and relief concerning the elements.

6. The music associated with this license is copyrighted and protected under United States and International laws and any misuse of the music will be investigated and prosecuted to the fullest extent of such laws.

7. We define multimedia as a production that contains the music synchronized in timed-relation with other media elements including, but not limited to voice, sound effects, graphics, animation, or video.

8. Primary Elements promises that the Pe Artist that created the elements owns the full copyright and publishing rights to the elements and that no additional performance royalties will ever be required of you.

9. If you violate any of these terms or you obtain a refund or credit for the elements by any means, unless specifically authorized in advance by Pe, the rights granted to you by this license will be immediately revoked.

10. You may not transfer, assign, lend, re-sell, auction or sub-license the music to anyone else and you must immediately destroy or return all physical and electronic copies of the music and the media it is delivered on, at your sole cost, when the license expires or is otherwise invalidated or revoked.

11. You may not use the music or any part of the music, including samples, in a musical production or add lyrics/vocals to the music without our prior written consent, which may require an additional license and fee.

12. You may not name your production the same as one of our elements or libraries without our prior written consent.

13. You are allowed to make only two offline backup copies of the music as digital audio files and you must store the backups and original media in a safe location that other people do not have access to.

14. The elements may only be available to networked workstations at a single physical site. Any external storage other than the offline backups authorized above will require an additional multi-site license, which may require an additional fee.

15. You may not post or make the elements available on the Internet, a web page, an FTP server, a file sharing network, or by any other means separate from a production, to any individual or company, without our prior written consent.

16. You may not allow any other producer, production service, group, company or individual to use the elements for any purpose.

17. You may edit, loop, truncate, and otherwise process the elements to suit your use, but in doing so you in no way assume any copyright or rights other than those specifically outlined in this entire agreement for the resulting audio files derived from the original elements, no matter how indistinguishable they may become.

18. You may not transcribe the musical compositions or any lyrics from the music without our prior written consent.

19. You are encouraged but not required, other than the requirements specified in section 2 above, to give Primary Elements an appropriate credit in your production and/or in any artwork or documentation that accompanies your production, such as "Music courtesy of PrimaryElements.com", or you can optionally give the Pe Artist a composer credit, such as "Music by <Pe Artist's Name> - Courtesy of PrimaryElements.com". We will furnish the Pe Artist's name for this specific purpose, upon request.

20. Primary Elements may use your name, company name, the name, nature and location of your production, or the URL of your web site or the production's web site, for our promotional and advertising purposes. This however will not imply that we are affiliated with you or in any way endorse your production.

21. You must furnish a single copy of your finished productions if we request them, at your sole cost, when reasonably feasible.

22. You hereby agree to defend, indemnify and hold Primary Elements and its agents, employees and Pe Artists free and harmless against any and all claims, suits, liability, loss, damage, judgments, recoveries, costs, expenses and attorney's fees made or brought, paid, or incurred directly or indirectly by any party due to any breach or claim of breach of this license agreement or in connection with the use of or copyright of the music.

23. Notwithstanding the paragraph above, if there is any dispute over this license agreement, we mutually agree to solve the dispute through mediation at a location of Primary Elements' choosing, and at your sole cost.

24. This agreement shall be governed by and construed in accordance with the laws of the State of California at the time of execution and if any portion is found to be unlawful or invalidated, the remainder of the agreement will remain in full force and effect.

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