



## Primary Elements Music Sync License

### 100-Year Multi-Use Royalty-Free End-User 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, an individual End-User, on behalf of the copyright holder (Pe Artists) under contract with Primary Elements, a royalty-free non-exclusive right to synchronize the music recordings (Music or Tracks or Element or Elements) that accompany this document (Agreement or License), into an unlimited number of multimedia productions (Production or Productions), as defined in Section 2 below for the specific License type (A, B, or C) that you purchased, as indicated on your purchase receipt, which must be retained as proof and part of this License Agreement, for world-wide distribution unless otherwise restricted herein, for 100 years from the original date of sale (Execution).

**2.** The following uses indicated with a checkmark "√" are allowed for the specific License type (A, B, or C) that you purchased, as detailed in this License Usage Table:

√ = Usage Allowed (may have additional conditions, as indicated in **bold** below)

Type of Usage	Non-Commercial <b>A License</b>	Commercial <b>B License</b>	Extended <b>C License</b>	Requires Custom License
Personal Voice-Mail	√	√	√	
Personal Ringtones	√	√	√	
Family/Personal Video	√ with Credit or Link	√	√	
Non-Profit Video	√ with Credit or Link	√ Credit Appreciated	√	

Type of Usage	Non-Commercial A License	Commercial B License	Extended C License	Requires Custom License
Student Demo Reels	✓ with Credit	✓ Credit Appreciated	✓	
Personal Website Background (not downloadable)	✓ with Link	✓	✓	
Non-Profit/Personal Podcasting	✓ with Link	✓ Credit Appreciated	✓	
Private Wedding Video	✓ 5 DVDs Each	✓ 25 DVDs Each	✓ 250 DVDs Each	Unlimited DVDs
On-Hold	✓ 1 Location Max	✓ 5 Locations Max	✓ 25 Locations Max	Unlimited Locations
In-Store	✓ 1 Location Max	✓ 5 Locations Max	✓ 25 Locations Max	Unlimited Locations
Student/Amateur Theatre	✓ 5 Performances	✓ 25 Performances	✓	
Free Casual Web Games	✓ with Credit & Link	✓ Credit & Link Appreciated	✓	
Web Social/Promo Video Sites (non-monetized)	✓ with Credit & Link	✓ Credit & Link Appreciated	✓	
Student Film Festival (with Performance Rights)		✓ with Title Credit	✓ Credit Appreciated	
Non-Profit Film		✓ with Title Credit	✓ Credit Appreciated	
Paid Casual Web Games		✓ with Credit & Link	✓ Credit & Link Appreciated	
Web Social/Promo Video Sites (monetized)		✓ with Credit & Link	✓ Credit & Link Appreciated	
Commercial/Industrial Promo/Web Videos & CD/Flash/Thumbdrive/Email Promos		✓	✓	
Commercial or Sponsored Podcasting / Webinar		✓ Credit & Link Appreciated	✓ Credit & Link Appreciated	

Type of Usage	Non-Commercial <b>A License</b>	Commercial <b>B License</b>	Extended <b>C License</b>	Requires Custom License
Local/Regional Broadcast / Minor Market Live Webcast		√ Credit Appreciated	√ Credit Appreciated	
Short Film <b>(under 30 minutes)</b>		√ <b>with Title Credit</b>	√ Credit Appreciated	
Short Animated Film <b>(under 30 minutes)</b>		√ <b>with Title Credit</b>	√ Credit Appreciated	
Commercial Ringtones		√ <b>5k Unit Sales Max</b>	√ <b>25k Unit Sales Max</b>	<b>Unlimited Sales</b>
Retail Product/Game/ Video Sales		√ <b>5k Unit Sales Max</b>	√ <b>25k Unit Sales Max</b>	<b>Unlimited Sales</b>
Professional Theatre		√ <b>5 Performances</b>	√ <b>25 Performances</b>	<b>Unlimited Performances</b>
Trade Show Special Event Theme Park		√ <b>5k Attendance (annual)</b>	√ <b>25k Attendance (annual)</b>	<b>Unlimited Attendance</b>
National/International Broadcast / Major Market (Network) Live Webcast			√ Credit Appreciated <b>File Cue Sheets</b>	
Paid Massive Multi-Player Online Games <b>(under 25k users)</b>			√ <b>with Credit &amp; Link</b>	<b>No Credit</b>
Feature Length Film or Documentary <b>(budget under \$250k)</b>			√ <b>with Title Credit</b> <b>File Cue Sheets</b>	<b>No Credit</b>
Mass Media / Bulk Exclusive / Buyout Blanket / Multi-Market				<b>Call or Email</b>

√ = Usage Allowed (may have additional conditions, as indicated in **bold** above)

**3.** You are responsible for clearing any uses not listed in this agreement or that you are unsure of by contacting Primary Elements prior to License purchase or any such use. Use in any illegal or otherwise unlawful productions is prohibited.

- 4.** By purchasing this single-site end-user 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 Music.
  
- 5.** 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.
  
- 6.** 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.
  
- 7.** Primary Elements promises that the Pe Artist that created the Music owns the full copyright and publishing rights to the elements and that no additional performance royalties will ever be required of you.
  
- 8.** If you violate any of these terms or you obtain a refund or credit for the Music by any means, unless specifically authorized in advance by Pe, the rights granted to you by this License will be immediately revoked.
  
- 9.** 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 (if any), at your sole cost, when the License expires or is otherwise invalidated or revoked.
  
- 10.** You may not use the Music or any part of the Music, including any samples or excerpts, in a musical Production or add lyrics or vocals to the Music without our prior written consent, which may require an additional License and fee.
  
- 11.** You may not name your Production the same as one of our Music Tracks or libraries without our prior written consent.

**12.** 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.

**13.** The Music may only be available to networked workstations for a single department at a single physical site. Any external storage other than the offline backups authorized herein will require an additional multi-site License, which may require an additional fee.

**14.** You may not post or make the Music available on the Internet, a web page, an FTP (file transfer) server, a file sharing network, or by any other means separate from a Production, to any individual or company, without our prior written consent.

**15.** You may not allow any other producer, production service, group, company or individual outside of your own department to use the Music for any purpose.

**16.** You may edit, loop, truncate and otherwise process the Music 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 Music, no matter how indistinguishable they may become, without our prior written consent.

**17.** You may not transcribe the musical compositions or any lyrics from the Music without our prior written consent.

**18.** You are encouraged but not required, other than the **bolded** requirements specified in Section 2, 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 also 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. Web hyperlinks should use the text "Royalty-Free Music by PrimaryElements.com" with either the entire text linked, or just the "Royalty-Free Music" portion, and placed in a prominent location.

**19.** Primary Elements may use your name, company name, the title, nature and location of your Production, an excerpt of your Production (not to exceed 6 minutes of total playback time), 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.

**20.** You must furnish a single copy of your finished Production(s) if we request them, at your sole cost, when reasonably feasible, for the purposes outlined in Section 19 or to verify compliance with this License Agreement.

**21.** 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.

**22.** Notwithstanding anything in Section 21, if there is any dispute over this License Agreement, you and an official agent of Primary Elements (Parties) mutually agree to solve the dispute through mediation at a location of Primary Elements' choosing, and at your sole cost, unless anything contained herein is found to be unlawful or invalidated, in which case the costs will be split by both Parties.

**23.** 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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