

LICENSE AGREEMENT

The following terms and conditions constitute a legally binding agreement (“Agreement”) between You (“Licensee”), and David Kamp, (“Licensor”). In consideration of the mutual covenants contained herein and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each party hereto) the parties agree as follows:

These license terms apply to any Sounds (Libraries) purchased from Licensor.

1. Grant of License.

Subject to Licensor receiving the license fee for the Library, Licensor grants to Licensee a non-exclusive, royalty-free license to use the Sounds in the Libraries, anywhere in the world, in perpetuity on the terms set forth in this Agreement.

2. Rights Granted.

The license granted in this Agreement allows Licensee to: (i) synchronise the Sounds with moving images and/or other sounds in respect of any film, television, game, internet, or other media production (“Projects”) and any trailers, advertising, and promotion related to any Project; (ii) reproduce the Sounds for the purpose of the Projects and any trailers, advertising, and promotion related to the Projects; and (iii) publicly perform, distribute, use, and otherwise exploit the Sounds in connection with the Projects and any trailers, advertising, and promotion related to the Projects.

3. Restrictions.

The license granted in this Agreement is limited to the Projects and any trailers, advertising, and promotion related to the Projects and as such does not permit Licensees to: (i) claim ownership or authorship of the Sounds (Libraries); (ii) license or sell any Sound (Library) in its entirety or to adopt, modify or repackage any Sound (Library); and (iii) use, reproduce or license any Sounds other than in respect of a Project and any trailers, advertising, and promotion related to the Projects (that is, Licensees must not act as a distributor of the Libraries or Sounds themselves).

4. Number of Users.

Licensee will pay proper licensing fees for each workstation that the Libraries will be used on and will only use the Libraries on the number of workstations covered by this agreement. In the event that use on additional workstations is required, Licensee agrees to contact Licensor for updated licensing terms and agrees to pay any additional licensing fees.

5. Warranty and Indemnity.

Licensor warrants, represents and acknowledges that: (i) it owns and/or has secured all necessary rights related to the Libraries, including, without limitation, the Sounds, and (ii) Licensee’s use of the Libraries as contemplated by this Agreement shall not violate any patent, copyright, trademark or any other rights of any person or entity whether statutory, contractual, common law or otherwise. Licensor agrees to indemnify, defend and hold harmless licensee, against any third-party claim, demand, action, suit, loss, liability, damage or expense resulting from a breach or alleged breach of the foregoing representations and warranties.

Licensee hereby agrees that, Licensor is the sole owner of the Sounds in the Libraries and that the same, at all times shall be and remain the sole and exclusive property of Licensor.

6. Governing Law.

This Agreement shall be governed in all respects by the laws of Germany.

7. Assignment.

Neither party shall be entitled to assign this Agreement or its entitlements or obligations hereunder, without the prior written consent of the other, not to be unreasonably withheld, delayed or conditioned. Any attempted assignment or transfer in violation of this section shall be null and void.

8. Termination.

In the event of any breach by Licensee of the terms in this agreement, Licensor reserves the right to terminate any and all license(s) covered under this agreement. Upon termination of of license, Licensee must immediately cease use of Licensee's Libraries, refrain from future use of said Libraries, and destroy any and all copies of the Libraries in Licensee's possession.

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