

**Between:**

**Address:**

**Contact:**

(referred to as "Licensor")

**And:**

This Royalty-Free Music License Agreement (the "Agreement") is entered into between Martijn de Bont Music Productions (hereinafter referred to as the "Licensor") and the entity or individual named on the invoice (hereinafter referred to as the "Licensee").

## 1. License Grant

The Licensor grants the Licensee a non-exclusive, commercial, worldwide, single-use license to use the musical works (Items) listed in the full item list provided at the end of this Agreement (hereinafter referred to as the "Items"), subject to the terms and conditions of this Agreement.

## 2. YouTube Whitelisting and AdRev Protection

This license includes YouTube usage without limitations, and the Licensee's YouTube channel will be whitelisted within 24 hours of purchase. This ensures no copyright claims or notices will be filed for licensed Items on the Licensee's channel by AdRev or similar entities.

## 3. Allowed Uses

The Licensee is authorized to use each Item in the following ways (Allowed Uses), within a single application per individual Item:

- Synchronization with an audio-visual or audio-only work to create one End Product that incorporates the Item along with other elements, resulting in a larger scope and different nature than the Item itself.
- Specific direct playback uses, such as background music for one event, venue, location, company's private on-hold music system, or personal mobile ringtone.

## 4. Definitions

For clarity, the following definitions apply to this Agreement:

- **Item:** Each musical work or track provided by the Licensor and listed in this Agreement.
- **End Product:** A final work that incorporates the licensed Item along with other elements.
- **Licensee:** The purchasing party granted the rights as specified in this Agreement.

## 5. Limitations and Usage Guidelines

The Licensee must adhere to the following limitations and guidelines:

- For digitally downloaded or physical End Products, a limit of 10,000 copies applies.
- Broadcast use is not permitted under this license.

- For films, theatrical release is not allowed; however, use in indie films is permitted.
- Public performance rights (P.R.O. Music) are not included in this license.
- The Licensee may not redistribute the Item as a musical item, stock, tool, or template, or with source files.
- Customization applications (e.g., "on demand," "made to order," "build it yourself") require a separate license for each final product.

## **6. Resale and Transfer Restrictions**

The Licensee may not transfer, resell, sublicense, or assign this license to any other party without the prior written consent of the Licensor.

## **7. Modifications and Variations**

The Licensee is allowed to modify, manipulate, or combine the Items with other works to create End Products, provided that the resulting works are subject to the terms of this license. Ownership of the Item remains with the Licensor.

## **8. Non-Exclusivity**

This license is granted on a non-exclusive basis, meaning that the Licensor may license the same Items to other Licensees.

## **9. Intellectual Property Ownership**

All rights, title, and interest in and to the Items, including copyrights, remain the property of the Licensor. This Agreement only provides the Licensee with limited rights as outlined herein.

## **10. Termination**

This Agreement may be terminated if the Licensee fails to comply with the terms outlined in this Agreement. Upon termination, the Licensee must immediately cease all use of the Items.

## **11. Warranty Disclaimer**

The Licensor makes no representations or warranties, either express or implied, regarding the Items, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

## **12. Limitations of Liability**

Under no circumstances shall the Licensor be liable for any direct, indirect, incidental, consequential, special, or exemplary damages arising out of or in connection with the Licensee's use of the Items, even if advised of the possibility of such damages. The Licensor's total liability in any matter arising from or related to this Agreement shall not exceed the amount of the license fee paid by the Licensee.

## **13. Indemnification**

The Licensee agrees to indemnify and hold the Licensor harmless against any claims, damages, or liabilities arising from their use of the Items.

#### **14. Refund Policy**

Refunds will only be provided if the Licensee encounters technical difficulties that cannot be resolved by the Licensor or if the Licensor fails to fulfill the agreed-upon terms for whitelisting on YouTube. Refunds will not be issued based on changes in intended use or preferences by the Licensee.

#### **15. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of The Netherlands, without regard to its conflicts of laws principles.

#### **16. Modification of Terms**

The Licensor reserves the right to modify the terms of this Agreement and will provide notice of such changes to the Licensee.

#### **17. Contact Information**

For inquiries or concerns related to this Agreement, please contact Martijn de Bont Music Productions at [licensing@martijndebont.com](mailto:licensing@martijndebont.com).

#### **18. Entire Agreement**

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof.