

Standard License Agreement

PoundSound

www.poundsound.co.uk

This is an agreement between Marcus Dellicompagni, doing business as PoundSound.co.uk (“PoundSound”) and you, the licensee. By using our website and/or purchasing one of our licenses, you agree to be bound by the terms and conditions of our End User License (the “Agreement”), which are as follows:

Non-Exclusive Licenses

All PoundSound music licenses are non-exclusive, whereby PoundSound grants you a limited right to use a certain piece of recorded music (including a musical composition), hereby referred to as the “Item.” This license is valid in perpetuity and for the World unless specifically indicated below. In consideration of the license, you hereby agree to pay PoundSound a certain license fee according to their website rates.

Please find the details for the Standard License below:

Standard License

Our non-exclusive STANDARD license allows you, the licensee to use the Item worldwide in perpetuity with an unlimited number of New Media Projects.

For the purpose of this license, a New Media Project is defined as a production which makes use of new media or multimedia platforms, and includes but is not limited to online videos, videos on social media, company websites and video sharing sites, internet advertisements, corporate training videos, online tutorials, e-learning tools, slideshows, international corporate presentations, and website background music.

This license includes use of the Item commercially with monetized videos on YouTube. This license includes use of the Item in PAID iOS, Android, or online applications and games, as well as the duplication of the Item in up to 5,000 COPIES or DOWNLOADS IN TOTAL of applications, games, podcasts, DVDs, or other video or audio productions that generate revenue through sales, advertising, or any other method.

This license INCLUDES the use of the Item in a commercial film or theatrical production or in a television, radio, or in theatre broadcast of advertisement.

Additional Terms

This license is for your own personal or organizational usage only, which can be personal or professional.

You may use the Item for your personal Projects and/or professional Projects you undertake for your clients or for your employer.

Limitations of Use

- You may not sell, transfer, share, give away or sublease the license agreement or the Item to any other party.
- You may not resell the Item by itself or as a part of a package except as embodied within your own Project.
- You may not resell the Item (or otherwise make it available) within a downloadable template where someone would be able to download the sound file as a separate file, such as in e-card templates or website templates.
- You may not resell the Item (or otherwise make it available) as a part of any competing product such as music compilation or music library.
- With any of our licenses you may use a PoundSound item on YouTube, but PoundSound retains ownership of the Item. You may not claim ownership of the Item (or otherwise make it available) through YouTube's Content ID, even if synchronized with your own Project.
- You may not resell the Item (or otherwise make it available) as your "Product", as your music or as your song, even if it has been transformed or edited, or if you add other instruments or vocals to the music. This is called a "Derivative Work" and is not allowed. PoundSound always owns the Copyright of the music composition and item.

Availability

PoundSound makes all possible efforts to make sure that all music and sound files that comprise its online library are available at all times. However, PoundSound makes no representations or warranties that all Licensable Material will be available for use during the Agreement Term.

PoundSound may discontinue licensing certain music and sound files at its sole discretion. In the eventuality that PoundSound gets a notice that any music or sound files may be subject to a claim of infringement of another's right for which PoundSound may be liable, PoundSound may require the Licensee to immediately stop using the Licensed Material, delete or remove the Licensed Material from its premises, computer systems and storage (electronic or physical); and ensure that its clients do likewise.

PoundSound shall provide Licensee with comparable Licensed Material (which comparability will be determined by PoundSound in its reasonable commercial judgement) free of charge, but subject to the other terms and conditions of this Agreement.

General

Any claims of infringement or unlawful use of PoundSound Items will be investigated and may result in legal action being taken in accordance to the laws of the United Kingdom.