

License Agreement
(rev. 1.1 - 09/07/2010)

Definitions

RFH – www.royaltyfreeheaven.com service owned by LSM-STUDIOS Łukasz Stasiński, Ujejskiego 64/86, 85-168 Bydgoszcz, Poland, NIP: 9532285686, REGON: 340240318, which is party to this License Agreement.

CUSTOMER – an adult user (individual or company) acquiring the right to use (synchronize) licensed WORKS which are subject to these agreement upon payment of one-time non refundable license fee, and right to listen/view PREVIEW VERSIONS of WORKS before licensing, which is party to this License Agreement.

PREVIEW VERSIONS – demonstrative versions of the WORKS, which can be listen/view by the CUSTOMER before paying license fee. These versions can not be used in any other way.

LICENSE FEE – a one-time non refundable prepaid fee, paid by the CUSTOMER.

WORKS – All products presented by the RFH, that are possible to be licensed by the CUSTOMER, which are the subject of this license agreement.

§ 1 Rights

The CUSTOMER does not become the owner of WORKS, but is granted a license for the usage (synchronization) of the WORKS in accordance with the provisions of this license agreement.

As part of the licensing provisions, RFH provides the following types of works:

a) Royalty-Free Music compositions / Sound Effect Recordings which are free from third-party claims or rights. These WORKS do not require any permission from a performance rights organizations (PRO) and they are labeled with the information (“[Royalty-Free]”) by the name of ARTIST contributing them to RFH.

b) Music compositions / Sound Effect Recordings registered with a performance rights organizations (PRO): BMI , ASCAP, etc. These WORKS are labeled with the information („[PRO: <Society name>]”) by the name of ARTIST contributing them to RFH.

CUSTOMER needs to obtain rights from performance rights organization (PRO) displayed by the name of ARTIST for certain forms of use (especially broadcasting), regardless of whether those rights are subject to the provisions of this license agreement.

Additional charges for those certain forms of use must be paid to the local performing rights organization.

RFH does not guarantee that those WORKS may be used without separate authorization from the appropriate performing rights organization (PRO).

The CUSTOMER is obliged to obtain relevant information and the necessary rights for the usage of WORKS from performing rights organization (PRO). The CUSTOMER needs to fill out the CUE-SHEET for the local or international broadcasting (for example in radio, TV, cinema, theater, in-store, on-hold) usage of the WORKS and send it to the local performing rights organization.

(Download sample Cue-Sheet from ASCAP:

<http://www.ascap.com/playback/2005/winter/SampleCueSheet.pdf>)

§ 2 Acquisition and Scope of Rights of Usage

1. With the payment of LICENSE FEE, CUSTOMER obtain a non-transferable license for usage (synchronization) of WORKS in his project (private or commercial).

CUSTOMER can not grant sub-license to a third party for the use of the licensed WORKS.

The License is unlimited in term of time and territory, unless purchased license type imposes restrictions in this regard.

2. CUSTOMER is permitted to use licensed WORKS only within the range specified by the one of the following license types. RHF offers following License types (rights of usage) of WORKS:

License A:

Website use (one site) including advert banners, internet videos (like YouTube), corporate presentations and/or videos, free/shareware video games (with generated income up to 500 Euro), for music on-hold purposes (one location only), trade shows presentations, podcasts, student films and festivals, radio/TV broadcast limited to local stations, maximum number of copies/downloads of production is 7500;

License B:

Website use (multiple sites) including advert banners, internet videos (like YouTube), corporate presentations and/or videos, all video games, for music on-hold purposes (one location only), trade show presentations, podcasts, student films and festivals, radio/TV broadcast limited to single country stations, maximum number of copies/downloads of production is 15000;

License C:

Website use (multiple sites) including advert banners, website templates for resale, internet videos (like YouTube), corporate presentations and/or videos, all video games, for music on-hold purposes (no location restrictions), trade shows presentations, podcasts, student films and festivals, Radio / TV / Cinema / Theater broadcast (no geographic limitations), shops/restaurants/bars broadcast, No copies/downloads Limitations.

Any form of use, not covered by those license types, requires prior written consent by RFH

3. Subject to terms of § 1, CUSTOMER is allowed to: convert, store, compress and decompress licensed WORKS to meet technical requirements of the project. CUSTOMER is also allowed to shorten, fade, cut and loop the licensed WORKS to fit the project (taking into account the personal rights of the artist of WORKS)

4. Other changes then mentioned in § 2 Clause 3 including but not limited to changes to content of licensed WORKS, modifications, adaptations, remixing, sampling and cover versions are strictly forbidden. In all other situations, all copyright to the licensed WORKS (with all allowed modifications/adaptations) remain with the copyright holder. Modified (in any way) versions of licensed WORKS can not be sold or distributed by the CUSTOMER as his own works.

5. In addition to the preceding provisions, it is forbidden to:

- a) make licensed WORKS available to third party as a download or in any other form known or hereafter invented (when not being synchronized with CUSTOMER's project);
- b) to sell licensed WORKS (including it's parts and derived versions) in any form as a standalone product or licensing (sub-licensing) them to a third party;

- c) make licensed WORKS available to sell on electronic devices not synchronized (pre-recorded, stored in a portable memory);
- d) to use licensed WORKS in a manner inconsistent with the regulations of the widely understood law or disturbing public order or public morality;

6. In the event of a breach of mentioned license terms, RFH reserves the right to block account of the CUSTOMER.

§ 3 Other stipulations

1. RFH declares that, under licensing agreements concluded with the artists, is entitled to grant non-exclusive license (sub-license) to the WORKS covered by this license agreement.

2. It is the right of Artist of the licensed WORKS to be credited (excluding situations where it is impracticable). It is not necessary to credit www.royaltyfreeheaven.com but it's highly appreciated. RFH would also like to be informed about the use of licensed WORKS – We can show off Your project to public.

3. RFH liability shall not exceed the actual amount paid by the CUSTOMER for the licensed WORKS in any case.

4. RFH shall not be responsible in any case for any damage caused by use of licensed WORKS. RFH takes no responsibility for the inability to use licensed WORKS.

5. Parties in accordance agree that any disputes arising in connection with this Agreement shall be settled by a court of general territorial jurisdiction for RFH.