



AZIMUTH AUDIO END USER LICENSE AGREEMENT

THE FOLLOWING TERMS AND CONDITIONS CONSTITUTE A LEGALLY BINDING AGREEMENT (“AGREEMENT”) BETWEEN YOU (THE “LICENSEE”, OR “YOU”) AND AZIMUTH AUDIO, (OR “LICENSOR”). PLEASE READ THE TERMS CAREFULLY BEFORE DOWNLOADING THE SOUND RECORDINGS. BY DOWNLOADING, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Upon your acceptance of this Agreement and downloading the content (“Recordings”), and subject to its terms and conditions, you are granted a license, which includes the right to combine the Recordings with graphics, video, or sound elements to create any media product/production. This includes a media product/production for film, web, multimedia, podcasting, embedding in video games and most other applications. You can use it over and over, in as many projects as you see fit, in perpetuity. All rights not expressly granted herein are reserved.

The license includes:

1. Mechanical rights

The right to re-record, duplicate and release the Recording as part of your or your clients’ product/production in whatever medium you choose (i.e. video, film, CD-ROM, BLU-RAY, DVD & TV productions, interactive programs & computer games, radio presentations & commercials, television programs & commercials, live performances, speech & audio book products, Web pages & multimedia presentations, PowerPoint & Flash productions, AV & computer generated displays, podcasts, digital formats). All such applications hereinafter referred to as “product/production”, no additional clearances or paperwork are required.

2. Synchronization rights

The right to use the Recording as a soundtrack “synced” with visual images, or sounds as part of your or your clients’ product/production, no additional clearances or paperwork are required.

3. Public Performance Broadcast rights

The right to use the Recording as part of the public viewing or broadcast of your or your clients’ product/production, including but not limited to videos, dvd, blu-ray, web sites, podcasts, multimedia presentations, video games, films, television, and radio, no additional clearances or paperwork are required.

YOU THE LICENSEE MAY:

1. Use the Recordings (as part of your or your clients' product/production) in perpetuity, within different or various works or projects as you see fit.
2. Publicly perform the Recordings (as part of your or your clients' product/production) over any public or private medium.
3. Transfer the Recordings to any medium necessary (video, film, reel to reel, digital, etc.) to complete your or your clients' product/production and distribute it.
4. Use the Recordings for any visual productions (film, video, tv, etc.) in their entire length and these productions may be duplicated without restriction.
5. Use the Recordings as individual sound assets in video games, online games, etc or multimedia projects, across any platform(s)

LIMITATIONS

AZIMUTH AUDIO protects its copyright by all necessary means, including legal action. Recordings may not be copied or duplicated except for use in the Licensee's or Licensee's clients' productions and any advertising, promotions, or trailers associated therewith and must only be used by Licensee and Licensee's contractors, consultants and clients. Except as otherwise set forth herein, tracks may not be traded or exploited for profit or any other reason. Licensor maintains all intellectual property rights with regard to the marketing and sales of all Recording tracks and any infringement thereof is punishable by law.

YOU THE LICENSEE MAY NOT:

1. Claim ownership or authorship of the Recordings represented under this Agreement.
2. Assign, transfer, share, rent or sub-lease this Agreement with any other party except as otherwise provided in this Agreement.
3. Provide remote access to unsynchronized AZIMUTH AUDIO Recordings to any user except the Licensee and its contractors, consultants and clients.
4. Sell the AZIMUTH AUDIO Recordings contained herein outright on a stand-alone basis to any other individual or party. (Although the Recordings can be sold as part of your or your clients' product/production.)
5. Transfer, re-record, copy or duplicate any AZIMUTH AUDIO Recordings on a stand-alone basis for any purpose not authorized under the terms of this Agreement.
6. Except as otherwise provided in this Agreement, copy, duplicate, provide access to, sell, lease, loan or give away unsynchronized AZIMUTH AUDIO Recordings by any means including the World Wide Web, streaming audio or any delivery method now known or which shall become known.



TERM

This Agreement commences on the Effective Date and is effective in perpetuity.

INDEMNIFICATION

Licensee will indemnify, save, and hold harmless the Licensor from and against any and all third party claims, demands, damages, suits, liabilities and all costs and expenses, including without limitation attorneys' fees, against or suffered by Licensor with respect to any matter that arises as a result of a breach or alleged breach of this Agreement by the Licensee. No failure or delay on the part of Licensor in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. Licensor shall not have the right to enjoin the use of the Recordings or to rescind any rights granted to Licensee hereunder.

LIABILITY

AZIMUTH AUDIO accepts no responsibility for any loss of business or business profits resulting directly or indirectly from the performance of any AZIMUTH AUDIO Recordings, and shall not be liable to the Licensee for any damages or compensation arising for any reason.

TERRITORY

The world.

GOVERNING LAW

This License Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario, Canada. You agree that the exclusive jurisdiction for any action relating to this License Agreement will be in the federal or provincial courts with jurisdiction encompassing the province of Ontario and you hereby consent to such jurisdiction.

This is a legal agreement between you, the end user, and AZIMUTH AUDIO. Downloading and use of any recordings from AZIMUTH AUDIO or its authorized distributors via any means constitutes acceptance of these terms. This Agreement and any agreement with any authorized reseller of AZIMUTH AUDIO products constitute the entire agreements with respect to the Recordings, your download of same and the use thereof.

Contact:

AZIMUTH AUDIO
70 Richmond Street East
Suite 300
Toronto Ontario
Canada
M5C 1N8

