

# **JewelBeat License Agreement**

## **PRELIMINARY INFORMATION**

This is a non-exclusive, non-transferable, non-assignable, contract license agreement effective as of the 11 day of February, 2012 (hereinafter the "Effective Date") by and between;

JewelBeat Corporation, a Delaware corporation which owns and operates the website JewelBeat.com, hereinafter referred to as the "Licensor".

and;

Philip Klever of , 86157, Germany, Bavaria, Augsburg, Leitershofenstr. 155 contact number 00491726851291, hereinafter referred to as the "Licensee".

for the purchase of;

Tracks: Running Everywhere Full Mix, Standard license;  
hereinafter referred to as "The Music".

## **Notice Regarding Copyright:**

The JewelBeat Music Library (collectively "The Music") is copyrighted under United States and International copyright laws. The Licensor owns The Music and reserves all rights to The Music. The Music remains the sole and exclusive property of the Licensor. Use of The Music is licensed, not sold under the terms of this License Agreement.

## **SECTION I**

### **(A) GRANT OF LICENSE**

The Licensor grants The Licensee the "Standard License" or "Extended License" depending on the option chosen at the point of transaction at JewelBeat.com.

The Licensee may license any music under the "Standard License" and upgrade to the "Extended License" at any time.

### **(B) RIGHTS GRANTED**

1. The Music may be used, edited, and/or incorporated according to the guidelines described herein into the following, but not limited to:-

- videos
- websites
- television
- radio
- film
- software
- physical products
- telephone on-hold
- video games
- podcasts
- trade shows
- audio books
- mobile games and applications (e.g. iOS and Android apps)
- online video sharing (e.g. YouTube).

2a. The Standard License permits a single user to use The Music.

2b. The Extended License permits up to 5 users to use The Music.

3a. The Standard License permits The Music to be used nationwide in the Country as determined by the Licensee when placing the order. However, this geographical limitation does not apply to online videos, downloadable products or podcasts.

3b. The Extended License permits The Music to be used worldwide.

4. The Licensor permits The Licensee to use The Music in online videos including, but not limited to,

YouTube, Metacafe, Vimeo and company websites. The Licensee is not required to share advertising revenue with the Licensor related to these videos, where applicable.

5a. The Standard License permits The Music to be used as "in-store background music" and/or telephone "on-hold" background music in a single location.

5b. The Extended License permits The Music to be used as "in-store background music" and/or telephone "on-hold" background music in up to 10 locations.

6a. The Licensee is permitted under the Standard License to distribute up to 50,000 copies of a physical or downloadable product, including but not limited to DVDs, software, downloadable games and downloadable videos that incorporate The Music.

6b. The Licensee is permitted under the Extended License to distribute up to 1,000,000 copies of a physical or downloadable product, including but not limited to DVDs, software, downloadable games and downloadable videos that incorporate The Music.

7. The Licensee may backup up to 2 copies of The Music.

8. The Licensor requests, where technically and in accordance with customary industry practice - feasible although not required, the credit the Licensor by stating "Music by JewelBeat" to appear adjacent to The Music or The Credits, where possible.

9. The Licensee may incorporate vocal singing and/or recordings of other musical instruments to The Music for commercial or non-commercial purposes, and the Licensee agrees to credit The Licensor prominently by stating "Music By JewelBeat.com".

10. The Licensor, the whole owner to the copyright of The Music, is not a member of any Performing Rights Organization and therefore the Licensee is not required to file "Cue Sheets" for broadcast usage. If "Cue Sheets" are requested, the Licensee may contact The Licensor for assistance.

11. The use of "free" or un-paid downloaded audio files by the Licensee requires that the Licensee credits the Licensor by stating "Music by JewelBeat.com" prominently in the project.

12. The use of "free" or un-paid downloaded audio files by the Licensee requires that the Licensee provides a web link from the Licensee's website, or place of published work, to the Licensor's website at [www.jewelbeat.com](http://www.jewelbeat.com). The link must state "Music by JewelBeat.com".

13. The term for both Standard and Extended Licenses is 99 years from the date of purchase.

## **(C) PROHIBITIONS**

1. The Music must not be sold, sublicensed, shared, uploaded to websites, loaned, given, repackaged, reproduced, distributed, made into a competing product directly or indirectly, or any part of The Music transferred as a copy thereof, except in accordance with the permitted uses as stated herein.
2. The Music must be used in timed synchronization with other audio and/or visual content including but not limited to images, video footage, and voice.
3. Use of The Music for any purpose other than those included in this License Agreement must have prior written approval from The Licensor.

## **SECTION II**

1. The Licensor and all of its officers, directors, employees, successors, distributors and anyone else in association shall not be held liable for any and all losses, damages, liabilities, claims, incidental damages, costs or expenses, including reasonable attorney's fees, incurred directly or indirectly in connection with the use of The Music.
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3. The Licensor liability shall not exceed the value of the license fee/purchase amount.
4. All other rights not expressly granted to you are explicitly reserved solely for The Licensor.
5. The Licensee agrees to pay the agreed license fees with the understanding that no rights are granted until all payments are made in full. The Licensee shall be liable for all past due amounts, interests and costs of collection, including credit card company fees and attorneys' fees. The license granted hereunder shall be of no force or take effect until such time as The Licensor receives full payment.
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7. This License Agreement shall, without prior notice from The Licensor, terminate immediately and be made void if The Licensor determines that The Licensee has failed to comply with any provision of this License Agreement; and/or if the Licensee fails to pay any licensee fees or makes a reverse charge.
8. All sales transactions are final, and no refunds will be entertained. If in any case payment is not fulfilled or cancelled, rights to use The Music are withheld and The Licensee at that point is prohibited from using The Music.