

RCB Music Library

Music Licensing Agreement

This is a license agreement between SYNTAX ENTERPRISES LLC, doing business as rcbmusiclibrary.com (“RCB Music Library”) and you, the licensor. By purchasing this license, you agree to be bound by the terms and conditions of this End User License (the “Agreement”), which are as follows:

Non-Exclusive License

This is a non-exclusive license, whereby RCB Music Library, grants you a limited right to use a certain piece of recorded music (including a musical composition). The licensed piece or music shall hereby be referred to as the “Recording”. This license is valid for perpetuity and worldwide. In consideration of the license, you hereby agree to pay RCB Music Library a certain license fee, according to our website rates.

Standard License

The standard license allows you to use the Recording with any type of New Media Project. For the purpose of this Agreement, a New Media Project is defined as a production or project which makes use of new media or multi-media platforms, including web site background music, Podcasts, Flash animations and presentations, online tutorials, e-learning tools, slide-shows, website videos, corporate training videos, Powerpoint presentations, software demos, video blogs, online video sharing (YouTube, Vimeo, etc.), FREE iPhone / iPad / Smartphone applications and games, and free web-based online video games. The Standard license also covers background music at Film Festivals (does not cover the actual films). This license allows you the licensor to use the music on YouTube and generate an income from advertising overlay on your videos. You may not however claim that the music licensed from RCB Music Library is your own music. We own and/or control all the Copyrights of the music you are licensing. The Standard License does NOT cover use for Advertising, Film, TV Shows, Movie Trailers and Mass duplication.

TV/Radio Advertising License

This license allows for use of RCB Music Library music in TV and Radio Advertising. This applies to local, regional, national and internet ads. Rates are indicated on the website and are according to the area of coverage one is seeking.

Film / TV Shows / Movie Trailers License

This license allows for use of RCB Music Library music in TV shows (local, regional and national), Films (student, Indie, limited release and national) and Movie Trailers, which includes theatrical, television and internet releases. Rates are indicated on the website and are according to the need one is seeking.

Mass Duplication License

The mass duplication license covers the duplication from 1 to 10K plus copies of CDs, DVDs, CD-ROMs, toys, downloadable software, or other digital products. Rates are indicated on the website and are according to the quantity one is duplicating.

Limitations of use

- You may not sell, transfer, share, give away or sublease the license agreement or the Recordings to any other party.
- You may not resell the Recording by itself or as part of a package except as embodied within your own Project.
- You may not resell the Recording (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 a website templates.

- You may not resell the Recording (or otherwise make it available) as part of any competing product such as music compilation or music library.
- You may not resell the Music (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 it is not allowed. RCB Music Library always owns the Copyright of the music composition and recording. You MUST obtain an additional agreement from RCB Music Library at info@rcbmusiclibrary.com if you wish to utilize any track as part of your song, rap or other entity. Any copyright infringement WILL be prosecuted to the fullest extent of the law.

Ownership

You hereby acknowledge that RCB Music Library is and remains the owner of all right, title and interest in the Recording, including without limitation any copyrights therein. The Recording is protected by and subject to U.S. and international copyright laws. We retain the right to sell licenses of the Recording to third parties, at our discretion.

Limitation of Liability

RCB Music Library makes no warranty or representation, express or implied, except that it warrants that it has the right to grant the license granted hereunder. The total liability of RCB Music Library under this Agreement shall be limited to that part of the fee paid hereunder by you to RCB Music Library for the license you purchase. You hereby agree that this license is granted to you without any other warranty or recourse.

General Provisions

This Agreement shall be governed by and construed according to the laws of Florida, United States of America and the Parties hereby acquiesce to the jurisdiction of the courts of the judicial district of Florida. Nothing in the present Agreement shall be interpreted as constituting or creating a joint venture or partnership between the Parties. This Agreement shall be to the benefit of and bind the respective heirs, executors, administrators and assigns of the Parties hereto. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect.

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