



LICENSE AGREEMENT / CERTIFICATE No. 56534-MTR-84918

This license (hereafter, "License" or "License agreement"), dated this **28** day of **June, 2015** is granted:

- To **Chris Atkin**, Crows Nest, Evanwood House, West End, Wickwar, Wotton-under-Edge, Glos., GL12 8LB, United Kingdom (hereafter, "Licensee");
- By **NEO Sounds Ltd.**, Suites 41/42 Victoria House, 26 Main Street, Gibraltar, GX11 1AA, Gibraltar (hereafter, "NeoSounds").

The Licensee is hereby granted a **non-exclusive, perpetual, non-transferable right** to use the following sound recording(s) and underlying musical work(s) worldwide (hereafter, "Audio Clips") in accordance with the terms and conditions herein:

Audio Clip:	Title	Composer (PRO*)	Publisher (PRO*)
All Kinds Of People (Full Track)	All Kinds Of People	Jeff Eden (none)	LP Royalty Free (none)
Source: https://www.neosounds.com/songs/10048			
* PRO - Performing Rights Organization.			

Use of Audio Clips:

The Licensee may use Audio Clips in connection with or in a timed relation to a visual image or other multimedia content in the following types of audio/visual productions (hereafter, "Project" or "Production"):

- Video/Film productions;
- Online videos (YouTube, Vimeo, MetaCafe, Facebook, etc.);
- Applications & games (online, computer, video, flash and mobile);
- Slideshows, multimedia presentations, educational courses (including those online), and audiobooks;
- Podcasts;
- Website background audio;
- On-hold messages;
- Online advertising & commercials;
- TV/radio shows (programs, news, documentaries, TV series, talk shows etc.);
- Radio advertising & commercials;
- Film and theatrical festivals (both student and professional);
- Any other commercial or non-commercial use, the purpose of which is to synchronize Audio Clips to a visual image (hereafter, "Sync Use") or to use Audio Clips as background audio to multimedia content.

The scope of the license:

- Perpetual use;
- Use in as many of Licensee's own projects as desired;
- Personal or corporate use;
- **Unlimited** number of **free** worldwide online video/podcast views, e.g. YouTube, Vimeo, Facebook etc. (except in the case of monetized videos/podcasts);
- **Unlimited** number of worldwide users/visitors of **free** online Projects, e.g. free online games, apps, courses, websites, etc.;
- Up to **1 million** worldwide impressions/exposures of **monetized** online videos (YouTube, Vimeo etc.), on-site or in-app **ad impressions**, etc.;
- Up to **5,000 free** worldwide physical or digital copies/reproductions or downloads of Projects;
- Up to **1,000** worldwide copies/reproductions/downloads/sales transactions of **revenue generating** Projects (e.g. **paid** apps, games, software, CDs or DVDs, subscriptions, including sales transactions

- for accessing online videos & podcasts, paid online apps & games, in-app purchases etc.);
- Local TV/radio show broadcasts (for **one city**, excluding the capital city);
 - Local radio advertising & commercials (for **one city**, excluding the capital city).

This License does NOT include the use of Audio Clips in the following Projects:

- TV advertising & commercials;
- Commercially released films and theatrical releases that are shown to the general/mass public where a fee is collected.

Broadcast/public performance reporting:

Broadcast and public performance use requires filling in and submitting a cue sheet (reporting the use of music) to a local Performing Rights Organization (hereafter, "PRO") or providing a broadcaster with the proper cue sheet. Cue sheet submissions are required for Audio Clips registered by a composer/publisher with a PRO. If a composer/publisher of Audio Clips is not a member of any PRO, then reporting the use of Audio Clips is not required.

Editing Audio Clips; derivative works:

The Licensee may edit/modify/alter Audio Clips (crop, lengthen, shorten, fade, pitch, filter, loop, etc.) to fit the requirements of its Project. If such modification or alteration constitutes a derivative work (a work based upon Audio Clips), the Licensee does not acquire any copyright ownership or equivalent rights in or to any of the Audio Clips and the Licensee shall use such derivative work only in accordance with this License.

Prohibited uses:

The Licensee **may not**:

- Transfer the rights, sublicense, sell, resell, present, lease, lend, distribute, share, make available for download, and/or transfer Audio Clips to any other individual or production company;
- Create/produce new musical works based on Audio Clips (musical compositions, songs) or release and distribute them;
- Use/include Audio Clips in different types of music compilations, such as music compilation CDs/DVDs, music albums, where Audio Clips are stand-alone elements/tracks;
- Redistribute Audio Clips as a part of different multimedia templates (e.g. website templates, video templates, e-card templates, slideshow templates, etc.) that are subsequently offered to multiple end-users;
- Redistribute Audio Clips as a part of commercially-produced and commercially-released on-hold systems that are subsequently offered/sold to multiple end-users;
- Use or redistribute Audio Clips as a part of telephone or mobile phone ringtones.

Refund policy:

NeoSounds is unable to accept cancellation of any orders for digital downloads, nor to offer any refund for such orders, once the Licensee has commenced downloading. Each of the Audio Clips has a sample, extract, or preview that is available for the Licensee's evaluation before purchasing and that clearly demonstrates the content of each item, thereby giving the Licensee a clear understanding of what is being purchased. However, in case of technical issues or errors on the website, associated with payments or charges, or in case where Audio Clips are corrupted, a refund can be issued by request.

Termination and cancellation:

In the case of a sale being reversed or cancelled or of money being refunded to the Licensee for any reason, all rights granted under this License will immediately terminate. The Licensee must stop its use of Audio Clips and destroy all copies of Audio Clips.

Representations and warranties:

NeoSounds represents and warrants that it has full authority to grant all the rights contemplated by the terms set in this License, and that it has obtained all necessary permissions from copyright owners or their legal representatives to grant such rights to the Licensee.

Limitation of liability and remedies:

In no event shall NeoSounds' total aggregate liability to the Licensee, or to any third party claiming through the Licensee, arising out of or in connection to the Licensee's use of or inability to use Audio Clips (whether in contract, tort, or otherwise) exceed the monetary amount actually paid by the Licensee to NeoSounds for use of Audio Clips. The Licensee's sole remedy shall be a refund and the Licensee agrees that this License is granted to them without any further warranty or recourse.

Copyright:

Audio Clips are copyrighted and are protected under the various laws of international treaties, the United States, and other applicable laws and remain the sole and exclusive property of their respective copyright owners.

L	CERTIFIED
Jun 28, 2015	License No. 56534-MTR-84918
	NEO Sounds Ltd.