

LICENSE CERTIFICATE No. 26998-MTR-40437

THIS LICENSE (hereafter "License") DATED THIS **27 DAY OF November, 2011** IS GRANTED TO

Chris Atkin, The Crows Nest, Evanwood House, West End, Wickwar, Wotton-under-Edge, GL12 8LB United Kingdom (hereafter "Licensee")

by **NEO Sounds LLC**, 501 Silverside Road Suite 105, Wilmington, DE 19809 United States (hereafter "NEO Sounds")

And the subject(s) of the license is/are the following musical composition(s) and/or audio recording(s) (hereafter "Audio Clips"):

Item:	Title	Composer (PRO*)	Publisher (PRO*)
Between You And Me (Full Track)	Between You And Me	Pierre Gerwig Langer (SESAC)	Lynne Publishing (PRS)
* PRO - Performing Rights Organization.			

Licensee is hereby granted a non-exclusive, worldwide, perpetual, non-transferable right to use Audio Clips as described below:

1. Synchronization Rights

Licensee may use Audio Clips in connection with or in timed relation to a visual image, or other multimedia content **as many times as it desires, in as many projects as it desires, for as long as it desires in any type of audio/visual production**, including, but not limited to, film/video production, television, radio, broadcast production, podcast production, commercials, trade shows/presentations, flash animations, Web sites (as background audio), multimedia presentations, slide-shows, games, software application, theatrical releases, advertising, telephone on-hold messages, in-store (shopping centers), audio books, productions for distribution/sale, and any other commercial and non-commercial projects (hereafter "Project").

2. Mechanical Rights / Mass Production / Distribution

Licensee may produce and sell, distribute, give to download, or give away up to 10,000 copies/units of any Project containing Audio Clips. Use in mass market distribution of 10,000 or more units/copies/downloads of a Project containing Audio Clips requires obtaining a **"Mass Market License."**

Licensee does not need to obtain the Mass Market License if Project is available/accessible remotely for free without downloading it and without collecting any fees from customers for use of Project or if Project is available only to stream (not download) - e.g., online video, podcasts, free online games, Web site background audio.

However, use of Audio Clips in "Paid Online Projects" or "Paid Streams" (e.g., paid online games/courses/podcasts, etc.), for which customers pay to play/access/view and for which fees are collected and the number of sales of Project exceeds 10,000, requires obtaining a Mass Market License.

Licensee does not need to obtain a Mass Market License for Sound Effects. The License covers an unlimited number of copies of any Project containing sound effects.

3. Broadcasting / Public Performance Rights

Licensee may use Audio Clips in local and regional TV/radio broadcast projects - i.e. TV/radio commercials, promotional broadcasts, any audio/visual projects that are broadcast through any kind of TV/radio/cable networks (including, but not limited to, films, video programs, TV shows, etc.). Use in national and world-wide radio/TV broadcast requires obtaining a Mass Market License.

Licensee may use Audio Clips as background audio in restaurants, hotels, shopping centers, concert shows, etc.

Film and theatrical festivals are covered by the License and Licensee may use Audio Clips in films and theatrical releases that are participating in contests and festivals. However, use in commercially released films and theatrical releases that are shown to the general/mass public and where a fee is collected requires obtaining a Mass Market License.

Broadcast and public performance use requires filling in and submitting a cue sheet (reporting use of music) to a local Performing Rights Organization (hereafter "PRO") or providing a broadcaster with the proper cue sheet. No additional fees are associated with submission of cue sheets for producers. Cue sheet submissions are required for Audio Clips registered with a PRO by a composer/publisher. If a producer of Audio Clips is not a member of any PRO or if its Audio Clips are not registered with any PRO, then reporting use of Audio Clips is not required.

4. Internet

Licensee may use Audio Clips as background audio for its Web/Flash sites, Podcasts, Web games, Web applications, Web courses, Internet videos (YouTube, MetaCafe, Google Video, MySpace, etc). However, Licensee may not provide Audio Clips for download or stream as the sole content.

5. On-Hold

Licensee may install and use Audio Clips as On-Hold audio and play such a clip to its clients/customers/callers. However, Licensee may not install/incorporate Audio Clips into its commercially produced and released on-hold systems that are sold to other individuals or companies. Such usage is licensed separately by contacting NEO Sounds. Please note: in some cases playing music through on-hold systems may require filing of cue sheets to appropriate agencies.

6. Audio Books / Audio Courses/Audio Trainings

Licensee may use Audio Clips for creating any types of audio books, audio courses, meditation/healing/aerobics/training, and similar tapes/CDs/DVDs/cassettes, etc. However, Audio Clips may not be used as a stand-alone element/audio track in such projects. At least spoken words/voice must be added to/mixed with Audio Clips.

7. Editing Audio Clips / Derived Works

Licensee may modify or 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) Licensee does not acquire any copyright ownership or equivalent rights in or to any of the Audio Clips and Licensee shall use such derivative work only in accordance with this License.

8. Prohibited Uses

Licensee may not transfer the rights or sub-license and may not sell, resell, present, lease, lend, distribute, copy (except for the backup copy), share, provide to download, and/or transfer Audio Clips to any other individual or production company. Licensee may not use/include Audio Clips in different types of music compilations, like music compilation CDs/DVDs, where Audio Clips are stand-alone elements/tracks. Licensee also may not use or redistribute Audio Clips as a part of Website templates that are offered to multiple end-users, may not use or redistribute Audio Clips as a part of telephone or mobile phone ringtones nor incorporate Audio Clips into any hardware system. Such use is licensed separately by contacting NEO Sounds.

9. Refund Policy

NEO Sounds is unable to accept cancellation of any orders for digital downloads, nor to offer any refund for such orders, once downloading has commenced. Each of the Audio Clips has a sample, extract, or preview that is available for evaluation before purchasing and that clearly demonstrates the content of each item, thereby giving the Licensee a clear understanding of what it is purchasing.

10. Termination/Cancellation

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

11. Copyrights

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

12. Representations and Warranties

NEO Sounds 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 any and all artists or copyright owners to grant such rights to Licensee.

NEO Sounds



by _____

Denis Gorodetskiy / President