



License Agreement

for Users of ARTICULATED SOUNDS Royalty-free products

This document is an End-User License Agreement (**EULA**) applying for any Articulated Sounds product. Herein the interpretation of singular words includes the plural and vice versa, gendered words include all genders. It is important to read all the terms and conditions carefully before any purchase or use.

GENERAL TERMS

The following terms and conditions constitute a legally binding agreement ("LICENSE") between you (refer either an individual or a single entity, the "LICENSEE" or "you") and Articulated Sounds ("LICENSOR") for the content of Articulated Sounds products which includes the following: (i) sound effects, (ii) music, (iii) songs, (iv) any sound recording embodying, (v) software, (vi) and any "online" or electronic documentation (Altogether : the "A-CONTENT").

By downloading, purchasing or otherwise simply using all or any portion of the A-CONTENT, you acknowledge and agree to the stated terms, conditions, and limitations of use.

If you do not fully agree to this EULA, you may not use, copy, download or store the A-CONTENT, or use in any other manner not specifically noted herein.

The A-CONTENT must be purchased directly from the LICENSOR or one of its authorized distributors. Unauthorized resale of A-CONTENT is prohibited.

GRANT OF LICENSE

Upon acceptance of this agreement and payment for the downloaded A-CONTENT, and subject to its terms and conditions, the LICENSOR grants to the LICENSEE a lifetime non-transferable and non-exclusive royalty free license to use the A-CONTENT anywhere in the world.

RIGHTS GRANTED

The LICENSOR grants the LICENSEE with the conditional right to use all or a portion of the licensed A-CONTENT in their own commercial or non-commercial product without further payment (royalty free). The sounds licensed under this agreement may be reproduced by you, provided that your product contains an additional element: i.e. voice, music, image, etc.

The License includes:

- **Mechanical Rights:** the LICENSOR grants the LICENSEE the nonexclusive right to use the purchased A-CONTENT as part of their or their clients' media productions in whichever medium they 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". This does not include the right to resell the A-CONTENT as a standalone product in whole or in parts.

- Synchronization Rights: the LICENSOR grants the LICENSEE the nonexclusive right to use the purchased A-CONTENT as a soundtrack synchronized with visual images, sounds, games, or theatrical work as part of their or their clients' PRODUCT/PRODUCTION.
- Public Performance Broadcast Rights: the LICENSOR grants the LICENSEE the nonexclusive right to use the purchased A-CONTENT as part of a public performance or viewing of their productions, including but not limited to videos, dvd, blu-ray, web sites, podcasts, multimedia presentations, video games, films, television, and radio.

RESTRICTION ON USES

This LICENSE expressly forbids any unauthorized inclusion of the A-CONTENT in any library (e.g. sample instrument, sound effects library, etc.) online or offline without an express written consent of the LICENSOR.

The LICENSE also forbids any re-distribution method of the A-CONTENT, through any means, including but not limited to re-selling, licensing, trading, sharing, resampling, mixing, processing, isolating, or embedding into software or hardware of any kind, for the purpose of re-recording or reproduction as part of any free or commercial library of musical and/or sound effect samples and/or articulations, or any form of musical sample or sound effect sample playback system or device.

The LICENSE granted in this Agreement is specific to the LICENSEE and limited to the PRODUCT/PRODUCTION and as such does not permit LICENSEE to make copies of any of the unsynchronized recordings contained in the A-CONTENT or within LICENSOR's royalty free products, except as may be designated to the specific number of workstations LICENSEE has paid for, for the sole purpose of specific audio and /or visual synchronization into LICENSEE's Products.

The LICENSEE is not allowed to provide remote access to unsynchronized A-CONTENT to any user except the LICENSEE.

It is strictly forbidden for the LICENSEE to claim ownership or authorship of the Sounds of the A-CONTENT represented under this Agreement; or permit LICENSEE to transfer, share or sub-lease this Agreement with any other party.

The LICENSE does not permit to sell, give away or otherwise dispose any storage media containing any element of the A-CONTENT, including, but not limited to, computers, hard disk drives, CD's or DVD's, unless or until all A-CONTENT has been permanently deleted from such storage media or such storage media has been permanently destroyed.

Any visual or graphical elements contained in the A-CONTENT, including graphics, photos, logos, videos, and communication assets, may not be used in any other way than information and documentation and thus is not authorized to be part of any PRODUCT/PRODUCTION without the consent of the LICENSOR.

COPYRIGHT

Copyright in the A-CONTENT is owned by the LICENSOR and other than the license rights granted in this agreement all rights in the A-CONTENT remains the property of the LICENSOR.

PAYMENT AND SHIPPING PROCESS

After payment has been received you will automatically get an email with download links to the products purchased. The download links are valid for 30 days after the purchase.

All Articulated Sounds products are "online" downloadable products, these are not tangible goods. International customers agree to be responsible for any import duties or taxes. Downloaded products can't be returned, so we can't provide refunds.

WARRANTY

Articulated Sounds supplies the A-CONTENT on an "as is" basis, and expressly disclaims all warranties of conditions of any kind, whether express or implied, including without limitation, any implied warranty of title, non-infringement, merchantability or fitness for a particular purpose with respect to its Website, or to any services supplied to its Licensees.

LIABILITY

Articulated Sounds is not liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use any Articulated Sounds product, even if Articulated Sounds has been advised of the possibility of such damages.

BREACH

In the event of a breach of this agreement, action may be taken against the LICENSEE by Articulated Sounds, the owner of the copyrighted materials, or its successor in interest.

Articulated Sounds may terminate this EULA without any notice if the LICENSEE fails to comply with the terms and conditions of this EULA. In such event, the LICENSEE must destroy all copies of the A-CONTENT and all of its component parts.

INDEMNITY

The LICENSEE will indemnify the LICENSOR from, and against any and all claims, demands, suits, damages, liabilities and all reasonable expenses, including legal fees incurred by the LICENSOR with respect to any matter that arises as a result of a breach of this agreement by the LICENSEE.

JURISDICTION

This Agreement shall be governed by and construed in accordance with the Laws of the Province of Quebec and the federal laws of Canada. All legal action must be filed in Montreal (Canada), or in the current state and county of the registered home office of Articulated Sounds.

LANGUAGE

All parties agree that this Agreement and all documents related as for now or in the future would be drawn-up in the English language.

© 2016 **ARTICULATED SOUNDS**

mail@articulatedsounds.com