

End User License Agreement of Studio 23 LTD

1. General

This End User License Agreement (EULA) embodies the contractual conditions between you (An Individual or a single entity – “Licensee”) and Studio 23 LTD, for use of Sound Libraries, Sound Effects and Related software's including related media, documentation and other materials manufactured by Studio 23.

By utilising any Sound Libraries, Individual Sound Effects or software directly related to Studio 23 LTD (including installation of such products on personal computers and/or business/ company computers, you (Licensee) have entered a declaration agreeing to the conditions of this End User License Agreement (EULA). If you do not agree with these conditions you must not use any products relating to Studio 23 including software installation. In this event please return or delete any products relating to Studio 23 LTD (including all written materials, packaging and similar items) within 14 days. Studio 23 LTD must be notified immediately as this can have an effect on your rights in accordance with this EULA and Copyright Laws associated with the products.

2. Grant of License

Studio 23 LTD grants you (Licensee) a lifetime non-exclusive, non-transferable, limited rights license to install and use any software or audio including sound effects and music.

The Licensee has the right to the synchronise audio content from any purchased Studio 23 audio product for the following productions/ projects:-

- Audio and / or Video productions such as Film and Video
- Training and Marketing presentations
- Corporate videos
- On hold messaging systems
- Radio presentations and advertisements
- Television presentations and advertisements
- Musical recordings including live performances
- Websites
- Multimedia presentations
- Interactive Programs
- Computer Games
- Audio-visual or computer generated displays
- Programs or presentations which may also include streaming audio and / or podcasts
- Any other on agreement with Studio 23

The Licensee may create copies of their projects which utilise any Studio 23 sound effect product provided that they meet all of the outlined terms within this EULA.

If the Licensee is to sell, lease, give away or distribute their projects / productions the rights and terms associated with the synchronised Studio 23 content will be applied as outlined in this End User License Agreement and will be in effect for the lifetime of the product.

This agreement does not grant Intellectual Property rights, any rights not expressly granted herein are reserved by Studio 23 LTD.

3. Limitations

The Licensee is **not** authorised to:

- Claim ownership or authorship of the licensed products.
- Re-record the sound effects and music; however you are granted the right to edit the sound effects to fulfil the requirements of your projects / productions.
- Transfer, Copy or Duplicate unsynchronised Sound Effects and Music in whole or in part by any means with exception to back-up purposes in which case you are granted to have one other copy.
- Make alterations to any music compositions e.g. adding other instrumentation or lyrics without prior written consent from Studio 23 LTD
- Provide sound effects and / or music in whole or in part for use in mobile telecoms and other such related products, including, Ringtones, Multi-media Messaging Services (MMS), Audio enhancements, voice messaging, mail services or other content applications now known or that will become known, without a valid license for this specific issue which must be purchased directly from Studio 23 LTD
- Sell or dispose of computers, hard drives or any other storage media containing anything relating to Studio 23 LTD unless all sounds have been completely and permanently deleted / destroyed off of the systems and related media.
- Use Sound Effects and / or Music related to Studio 23 LTD in Toys, Alarm clocks, Books / Greetings cards and any other products or applications whereby the sound is optionally activated by any form of physical actions of the end user performing with the sole purpose of playing the sounds (This excludes Video Games) unless given prior written consent by Studio 23.
- Provide or allow remote access to any unsynchronised sound effects and / or music without the additional Remote Access Licence.

Studio 23 LTD reserves all rights not granted on this License Agreement. Copyright infringement is a serious and punishable offense. Studio 23 uses all necessary means to protect its products, including legal action.

4. Performing Rights

Performing rights granted to the licensee are representative of the use of Music in public performances. Performing rights ensure that music composers and publishers benefit fairly for the use of their work within a public setting. The Performing Rights Society (PRS) as well as other performance right societies around the world have been formed to ensure that fees are fairly distributed to those entitled to royalties for copyrighted work, collecting and distributing performing rights fees to music composers and publishers. In the event that any of Studio 23's Music related products (including Ambience tracks/ Soundscape) are used in a public performance/setting (broadcast or non-broadcast) the licensee of such products must submit documentation to their local Performing Rights associations. By using any studio 23 product in such a way you agree to report any activities to your local Performing Right Society and Studio 23. You are agreeing to provide a complete and accurate cue sheet for any production that is broadcast including television, radio and theatrical distribution. The cue sheet must contain and correctly identify the copyright ownership, title and length of use and publisher details for all content (Music and or Ambience/ Soundscape) from Studio 23.

5. Liability

By accepting the terms of agreement of this EULA and by utilising any products associated the licensee agrees that Studio 23 shall not be held accountable for any loss of business or business profits resulting directly or indirectly from the performance of any related products. Liability is strictly limited to the replacement of that product.

6. Multi-User License

In any event where by any studio 23 products is required within projects associated with 2 or more users a Multi-user License must be purchased. For more information please contact Studio 23 directly via email: - studio-23@outlook.com