



Marktree Productions End User License Agreement

TERMS AND CONDITIONS

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RIGHTS GRANTED

You have the right to synchronize Marktree Productions Music with audio and/or visual productions or applications such as: film, video, DVD & TV productions • training, marketing & trade show presentations • corporate videos & educational applications • on hold messages & advertising • radio presentations & commercials • television programs & commercials • live performances • speech & audio book products • web pages & multimedia presentations • PowerPoint & Flash productions • interactive programs & computer games • AV & computer generated displays • podcasts (all such applications hereinafter referred to as "the Production").

You may create copies of the Production for distribution without limitations - no additional clearances or paperwork are required. You may also synchronize Marktree Productions Music an unlimited number of times and distribute the Production worldwide without restrictions. The rights and limitations to Marktree Productions Music as outlined in this License agreement are in effect for the life of the Production and pass automatically to the End User of the Production. Please note however, that all rights not expressly granted within this License agreement are reserved.

LIMITATIONS

Copyright infringement is a serious offence. Marktree Productions protects its copyright by all necessary means, including legal action.

You are NOT authorized to:

- Make copies of any unsynchronized Marktree Productions Music, in any format. This License has the sole purpose of granting you the rights to specific audio and/or visual synchronization of Marktree Productions Music. The purchaser is granted a single user license, meaning that only the purchaser can use Marktree Productions Music. This License is not transferable.



- Copy, duplicate, provide access to, sell, lease, loan or give away unsynchronized Marktree Productions Music by any means including the World Wide Web, streaming audio or any delivery method now known or which shall become known.
- Transfer, re-record, copy or duplicate any Marktree Productions Music, in whole or in part, for any purpose not authorized under the terms of this License agreement. You may not transfer Marktree Productions Music electronically or via any peer-to-peer file sharing program, FTP site, service bureau operation, DRS, computer network or in any way not expressly allowed by Marktree Productions.
- Provide remote access to unsynchronized Marktree Productions Music to any user except the purchaser.
- Provide Marktree Productions Music in whole or in part as mobile telecom audio content such as ring tones, ringback tones, soundscapes, multimedia messaging services (MMS), voice messaging, audio enhancements, greeting mail services, or other content applications now known or which shall become known.
- Notwithstanding anything to the contrary in this agreement, including specific rights granted in amendment A, provide Marktree Productions Music in whole or in part within other mobile communications or entertainment applications, such as iTunes Apps, or as unsynchronized content offered in software packages.
- Provide Marktree Productions Music in whole or in part within retail toys, electronic sampling products or program chips.
- Sell or otherwise dispose of computers, hard drives or discs or any other electronic storage media that contain Marktree Productions Music, unless all the Marktree Productions Music has been deleted. All Marktree Productions Music maintained on any computers, hard drives, discs or any other electronic storage media must be deleted before the disposal, transfer or sale of any computer, hard drive or disc that contains Marktree Productions Music.
- Change or alter in any way any Marktree Productions Music owned or represented by Marktree Productions (for example, by adding instruments or lyrics).

PERFORMING RIGHTS

Performing rights represent the entitlement of music composers and publishers to benefit from the public performance of their compositions. Performing rights societies like ASCAP and BMI in the United States and SOCAN in Canada, as well as many more around the world, have been established to collect and fairly distribute performing rights revenues to music composers and publishers. If you use Marktree Productions



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Music in a television show, a feature film or a documentary production, please file a cue sheet with your local performing rights society, as a courtesy. You will not be required to pay any additional fees or costs when you file a cue sheet.

WARRANTY

Marktree Productions warrants that your use of Marktree Productions Music in accordance with this License agreement does not infringe on any third party proprietary rights.

LIABILITY

Marktree Productions accepts no responsibility for any loss of business or business profits resulting directly or indirectly from the performance of any Marktree Productions Music.