

20 to 9 music

Music Library – Single Use Music License

Terms and Conditions (for Pay Per Use customers)

1. Definitions

In these Terms and Conditions:

“20 to 9 music” means Grant Ian Davis and Jeremy Colthup of Office 119954, PO Box 6945, London W1A 6US, England, trading as “20 to 9 music”

“20 to 9 music Work” means each Musical Work the copyright in which is owned or controlled in the United Kingdom by 20 to 9 music and which is listed in the 20 to 9 music music library accessible via the Website and/or the Sound Recording embodying the 20 to 9 music Work;

“Adapted Version” means a piece of audio-visual material that is produced by editing the content of a Production into a different form. Adapted Versions will comprise substantially the same content as was contained in the original Production, but may include some new content, provided that it is related to the original content;

“broadcast” shall have the meaning ascribed thereto in section 6 of the Copyright Designs and Patents Act 1988;

“Delivery Date” means, in relation to a Production, the date of delivery of the final version of the Production to the party that has commissioned it from the Licensee (or the party to which the Licensee is selling the Production, where it has not been commissioned), or where the Production consists of a series of episodes, delivery of the final episode;

“Licence Fee(s)” means the licence fee payable by the Licensee to 20 to 9 music at 20 to 9 music’s then current licence fee rate(s) as published on the Website for the relevant 20 to 9 music Work downloaded by the Licensee;

“Licensee” (or “you”) means the individual or company registered with the Website who wishes to obtain a licence from 20 to 9 music to exploit 20 to 9 music Works and/or the client of the individual or company registered with the Website, if that individual or company is working on behalf of a client who wishes to obtain a licence from 20 to 9 music to exploit 20 to 9 music Works;

“making available to the public” shall have the meaning ascribed thereto in section 20(2)(b) of the Copyright Designs and Patents Act 1988;

“Musical Work” means any work consisting of music and any lyrics or words written to be used with the music (if applicable). It includes any part of such a work;

“Permitted Exploitation” means the usage that the Licensee selects when downloading the 20 to 9 music Works via the Website or the usage stated on any invoice manually sent by 20 to 9 music and such other uses as 20 to 9 music may agree to in writing on a case by case basis;

“Production” means an individual audio visual production. For the purposes of the terms and conditions, the following shall be deemed to be an individual audiovisual production (without limitation):

(a) each single episode of a television series;

(b) each single audio visual video, broadcast or streamed on a website;

(c) each single advertising commercial;

“Record” means any device, whether audio-visual and/or audio alone, embodying a Sound Recording in physical, non-physical, magnetic and/or other format whether now known or in the future developed, including, without limitation, vinyl, CD, DVD, Blu-Ray, permanent and/or semi-permanent download, digital streaming or any other device or media used for recording and emitting sounds whether alone or in conjunction with visual images and/or any form of reproduction, transmission or communication of sound whether known now or in the future developed and/or invented.

“Registration Date” means the date that the Licensee first downloads a 20 to 9 music Work via the Website;

“Sound Recording” means a recording embodying a Musical Work for exploitation either via a Record or otherwise.

“Term” means a period of 3 months starting on the date of payment of the license fee, subject to any earlier termination in accordance with these Terms and Conditions;

“Territory” means, in the case of the distribution territory covered by this licence, the World and in the case of the synchronisation territory covered by this licence, the country in which the Licensee carries out its business in accordance with the Licensees Website registration details; and

“Website” means the 20 to 9 music website at www.20to9music.com; and

“Work” or “Works” means each Musical Work.

2. Rights Licensed

2.1 Subject to these Terms and Conditions, 20 to 9 music hereby grants to the Licensee a non-exclusive, non-transferable, revocable licence during the Term to reproduce (including by way of synchronisation and/or mechanical reproduction) 20 to 9 music Work(s) in the territory of the world into one single Production.

2.2 The licence granted under clause 2.1 is of the copyright in both the 20 to 9 music Works and the specific Sound Recordings of the 20 to 9 music Works made available via the Website.

2.3 Subject to clause 2.1 above, there is no restriction on the number of different 20 to 9 music Works that the Licensee may reproduce in any single Production and the Licensee may reproduce a 20 to 9 music Work either in whole or in part in the single Production covered by this licence and if agreed with 20 to 9 music and expressly stated therein then this licence may include unlimited use of the Works in one single Production as a separate option.

2.4 The Licensee may edit or re-edit a 20 to 9 music Work to the required length for the purposes of production only, but this is the only form of editing or re-editing of a 20 to 9 music Work that is permitted under these Terms and Conditions. Any such editions or re-editions shall remain the copyright of 20 to 9 music.

2.5 The licence granted hereunder covers distribution of the Production containing 20 to 9 music Works worldwide for the Permitted Exploitation.

2.6 Provided that the synchronisation of a 20 to 9 music Work into the Production takes place during the Term, the licence granted hereunder will run in perpetuity in relation to that Production only.

2.7 The Licensee shall be entitled to sub-licence any of the rights granted by 20 to 9 music hereunder to a financially responsible third party provided that Licensee shall remain primarily liable to 20 to 9 music for all of its obligations hereunder.

3. Extent of the Licence

3.1 Any rights not granted pursuant to the terms of this Agreement are reserved by 20 to 9 music, including without limitation:

3.1.1 the right to make adaptations and arrangements of and alterations to the 20 to 9 music Works and/or the Sound Recordings including the right to alter the lyrics or add new lyrics thereto or to provide translations of the 20 to 9 music Works or new lyrics in other languages or to add music or authorise others to do so;

3.1.2 the right to make literary versions of the 20 to 9 music Works or literary works based upon the 20 to 9 music Works throughout the Territory or any part thereof and to print publish and sell such literary versions (as well as the dramatic versions aforementioned) throughout the Territory or any part thereof;

3.1.3 the right to use or permit others to use so-called sampled extracts from any of the Sound Recordings embodying 20 to 9 music Works;

3.1.4 the use of the lyrics or any part thereof from the 20 to 9 music Works with music other than that written to be used with such lyrics or hereby authorised for use with the lyrics

3.1.5 the right to print, publish, lease, hire and sell and cause to be printed, published, leased, hired and sold copies of the 20 to 9 music Works in the Territory and to collect any royalties or fees payable by reason thereof;

3.1.6 subject to clause 2.1, the right with respect to audio and audio visual devices within the Territory to grant licences for the manufacture and sale of mechanical and electrical reproduction of the 20 to 9 music Works upon sound carriers and sound and visual carriers whether physical, digital or otherwise howsoever whether known or invented; and

3.1.7 the right to broadcast the 20 to 9 music Works and make the same available to the public other than in connection with a Production.

3.2 The provisions of these Terms and Conditions authorise the making of the Production for the Permitted Exploitation only. In the event that a copy of the Production or the soundtrack thereof is made or used in any way for any other purpose (including, without limitation, retail sale, rental and/or lending, cinematic performance) whether by the Licensee or any other party then that copy shall not be licensed under these Terms and Conditions and a separate licence will be required from 20 to 9 music.

3.3 It is the responsibility of the Licensee to obtain all necessary consents, permissions and/or licences (whether from third parties or otherwise) required for the exploitation of the 20 to 9 music Works and any applicable Production and to pay all applicable fees in relation thereto.

3.4 During the Term and for a period of six months thereafter, the Licensee will keep accurate books and records regarding its use and exercise of the licence granted hereunder. At any time

during the Term (and for a period of six months thereafter) upon reasonable notice 20 to 9 music shall be entitled to audit and review these books and records to ensure that the Licensee is exploiting the 20 to 9 music Works in accordance with this Agreement.

3.5 The right to mechanically reproduce any 20 to 9 music Work granted by 20 to 9 music to the Licensee hereunder shall be limited to a maximum of twenty thousand (20,000) Records in aggregate. Mechanical exploitation of a 20 to 9 music Work by Licensee (and any of Licensee's sub-licensees, affiliates and/or other authorised third parties) in excess of this number shall be subject to 20 to 9 music and Licensee entering into a separate variation and extension of this Agreement and subject to Licensee paying an additional fee for such usage. Such fee will be calculated in accordance with 20 to 9 music's usual rates from time to time in force and as set out in 20 to 9 music's published rate card, which is available by email request to info@20to9music.com.

4. Licence Fees and payment

4.1 In consideration of the licence granted by 20 to 9 music hereunder, the Licensee shall pay to 20 to 9 music the Licence Fee(s), which shall be non-refundable.

4.2 20 to 9 music may, at their sole discretion, elect to grant a free non-exclusive licence to Licensee in respect of a 20 to 9 music Work(s) allowing the Licensee to try such 20 to 9 music Work(s) with a Production solely for the purposes of checking compatibility ("Try Before You Buy"), provided that under no circumstances shall Licensee be entitled to exploit (commercially or otherwise) such 20 to 9 music Work(s), either as part of that Production or otherwise, unless and until Licensee has paid the applicable Licence Fee and complied with all other terms and conditions of this Agreement.

4.3 A Licence Fee is payable each time that a 20 to 9 music Work is downloaded by the Licensee for use in the Production SAVE FOR those 20 to 9 music Works downloaded pursuant to the Try Before You Buy arrangement. The Licence Fee(s) shall cover reproduction of the 20 to 9 music Work into one Production. If the Licensee wishes to reproduce the 20 to 9 music Work into more than one Production, an additional Licence Fee shall be payable in respect of each such Production. Please contact 20 to 9 music for details of such additional licence fees on: +44 7986 351 849 or info@20to9music.com.

4.4 The Licence Fee(s) must be paid by debit card, credit card or Paypal via the Website and are subject to VAT where applicable, which shall be payable by the Licensee. For the avoidance of doubt, 20 to 9 music shall be under no obligation to provide the Licensee with any 20 to 9 music Work or Sound Recording of the same until the Licence Fee(s) has been paid in full SAVE FOR those Works and Sound Recordings licensed by Licensor to Licensee pursuant the Try Before You Buy arrangement as set out in clause 4.2 above.

5. Cue Sheets AND PERFORMING RIGHTS

5.1 For the Production covered by these Terms and Conditions the Licensee shall:

5.1.1 provide the relevant production company, broadcaster, website owner or other third party with a cue sheet containing sufficient information to allow such third party to properly register the performance usage with all applicable the local performing rights collecting society (including without limitation in the UK the Performing Rights Society (PRS") and the Phonographic Performance Limited ("PPL") and other analogous organisations throughout the world). For the avoidance of doubt, the cue sheet must as a minimum contain the details set out in Schedule 1. All Performance and other similar rights will normally be cleared by the performing organisation,

broadcaster or web site owner (not the producer). This is usually done through a blanket licence arrangement with the PRS and PPL in the UK or similar relevant societies in overseas territories. Any queries in this respect should be raised with 20 to 9 music on +44 7986 351 849 or info@20to9music.com;

5.1.2 provide 20 to 9 music with a copy of such cue sheet within 7 days of the Delivery Date, or on the date that the Production is first communicated to the public if there is no Delivery Date; and

5.1.3 to the best of its ability, upon request by 20 to 9 music on no more than a semi-annual basis, provide 20 to 9 music with details of any broadcast or performance of a Production in the Territory.

6. Termination of Agreement

6.1 Upon expiry of the Term, the licence granted hereunder terminates and the Licensee must renew its licence via the Website.

6.2 20 to 9 music shall have the right to terminate the licence granted under these Terms and Conditions immediately by notice to the other party if the Licensee:

6.2.1 commits a breach of these Terms and Conditions which is not capable of remedy; or

6.2.2 commits a breach of these Terms and Conditions which is capable of remedy but which has not been so remedied within 14 days of notice thereof;

6.2.3 is dissolved, becomes insolvent or bankrupt or otherwise unable to pay its debts, ceases to trade, has a trustee, administrator or receiver appointed, has a resolution passed for its winding up or liquidation or bankruptcy or makes a general assignment, arrangement or composition with or for the benefit of its creditors.

6.3 For the avoidance of doubt, following expiry of the Term or termination of the licence granted under these Terms and Conditions the Licensee may not download any further 20 to 9 music Works or reproduce any 20 to 9 music Works downloaded prior to such expiry or termination and shall permanently delete all copies of 20 to 9 music Works (excluding those reproduced into Productions in accordance with these Terms and Conditions).

7. INDEMNITY

7.1 You agree at all times to keep 20 to 9 music fully indemnified from and against any losses, claims, demands and expenses actual and/ or adjudged by a court or tribunal of competent jurisdiction which 20 to 9 music may sustain by reason of any breach of any provisions hereof by the Licensee or any warranty, representation or undertaking given by the Licensee hereunder being untrue, inaccurate or unfulfilled.

7.2 Neither party shall exclude or limit liability to the other for personal injury (including sickness and death) resulting from the negligence or wilful default of itself.

7.3 Except as set out herein, the total liability of 20 to 9 music to Licensee in contract, tort or otherwise for breaches by 20 to 9 music of its obligations under this Agreement is limited to the amount payable by Licensee to 20 to 9 music under this Agreement provided that Licensee notifies 20 to 9 music in writing of any potential claim arising under this Agreement within a reasonable time (and no later than thirty (30) days) of Licensee first becoming aware of such potential claim. 20 to 9 music shall not be liable to Licensee for any loss of business, contracts, profits, anticipated savings,

goodwill, or revenue or for any indirect or consequential loss whatsoever incurred by Licensee, whether or not they have advised in advance of the possibility of any such loss.

8. GENERAL

8.1 The Licensee shall include in each and every Production containing 20 to 9 music Works licensed hereunder a suitable credit in the name of 20 to 9 music where music credits are given.

8.2 The Website Terms and Conditions shall apply to the Licensee's use of the Website to download 20 to 9 music Works. In the event of any conflict or inconsistency between these Terms and Conditions and the Website Terms and Conditions, these Terms and Conditions shall prevail.

8.3 Other than as set out herein, the licence granted under these Terms and Conditions is personal and the Licensee shall not assign, sub-contract or otherwise transfer this licence or any of its rights or obligations under these Terms and Conditions in whole or in part without the prior written consent of 20 to 9 music.

8.4 The parties expressly agree that a person who is not a party to these Terms and Conditions shall not have the right to enforce any term or terms of these Terms and Conditions pursuant to the Contract (Rights of Third Parties) Act 1999.

8.5 No delay or omission in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy and no single or partial exercise thereof shall preclude any other or further exercise of any other rights and remedies.

8.6 No waiver shall be binding or effectual unless expressed in writing and signed by the party giving it and such waiver shall be effective only in the specific instance and for the purpose given.

8.7 If these Terms and Conditions create any rights which would in the absence of this provision be enforceable by any person not a party to these Terms and Conditions, such rights shall not be enforceable.

8.8 These Terms and Conditions shall be construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.