

## Perfect Choice Music Library User Agreement

All use of music and any other content made available by Perfect Choice Music Library ("Perfect Choice"), whether via its Internet site, electronic storage media, packaged products or other means (collectively, "Content"), is expressly governed by the terms, conditions and limitations set forth in this license agreement ("Agreement").

By selecting "AGREE" at the time of purchase or download and/or by accepting and/or using Content, you acknowledge and agree that you are legally bound by the terms, conditions and limitations set forth in this Agreement as follows:

### General Grant of Rights

1. In consideration of your acceptance of the terms and conditions of this Agreement and your payment of the applicable license fee, Perfect Choice hereby grants to you a non-exclusive non-transferable license to use the Content in a single project as follows (as an agent purchasing for an end user, the license is granted to the end user):

a. To synchronize the Content in timed relation with other audio and/or visual content for the production of commercials, advertising spots, television programs, videos or other audio or audio-visual projects (collectively, "Project"). You specifically acknowledge and agree that Project shall not include theatrical motion pictures, video game productions or their respective promotional materials, which require separate and additional licensing.

b. To synchronize the Content in timed relation with Project: (i) in a single Project; (ii) an unlimited number of times within any single Project; and (iii) in perpetuity in connection with such Projects.

c. Solely to the extent that Content is not registered with a performing rights organization ("PRO") (e.g., ASCAP, BMI, SESAC, etc.), to display, perform and otherwise broadcast the Content as embodied in the Project via the Internet, podcasts, DVD, all forms of radio and all forms of television throughout the world, subject at all times to the submission of properly completed cue sheets to Perfect Choice with respect to each such performance of a Project.

d. To copy, duplicate and otherwise reproduce the Content as embodied in the Project on electronic or other media, including, without limitation, on CDs and DVDs and to distribute, whether for sale or free, up to five thousand (5,000) units of such reproductions of each of the Project.

e. You shall have the right to arrange, re-arrange, edit and adapt Content as you

may elect for the purposes set forth herein; provided, however, that (i) you shall not have the right to alter the basic melody or fundamental character of the Content and (ii) you shall not be entitled to claim copyright or any other ownership as a derivative work in any arrangement, edit or adaptation of the Content.

### **Public Performance Rights for Content Registered with PROs**

2. The right to publicly perform Content as licensed to you pursuant to subparagraph 3c above, is limited to Content that is not registered with the appropriate PRO(s). With respect to Content that is registered with the appropriate PRO(s), you acknowledge and agree that you shall have the legal obligation to (a) obtain from the appropriate PRO(s) all applicable performance licenses for all such Content which you desire to display, perform or broadcast, and (b) submit properly completed music cue sheets to both (i) the applicable PRO(s) and (ii) Perfect Choice for all performances of such Content.

### **Retained Rights**

3. All rights not specifically granted herein are reserved by Perfect Choice.

4. You acknowledge Perfect Choice's ownership of the copyright in the Content and agree not to contest the ownership or validity of such copyright or do any act which would impair or affect the validity of such copyright or Perfect Choice's ownership thereof.

5. You and Perfect Choice expressly and specifically acknowledge and agree that Perfect Choice has not and does not (and nothing in this Agreement shall be deemed or construed to) sell, assign, transfer or otherwise convey to you or to any other party any ownership or title in or to the copyright or other property right of any Content. Accordingly, you agree that you shall not make or assert any claim that you own the copyright or any other property right in or to any Content.

6. The unauthorized use and/or duplication of any Content constitutes a breach of this Agreement and is a violation of applicable laws of the United States and other countries, including copyright laws. In the event you breach this Agreement, Perfect Choice shall have the right and option to take legal action against you in accordance with all applicable laws.

### **Warranties**

7. Perfect Choice warrants only that it has the legal right to grant the license granted to you herein and such license is given and accepted without any other recourse or warranty. You warrant that there is no disability, restriction or prohibition with respect to your right to enter into and fully perform pursuant to the terms of this Agreement.

## **Other Terms & Conditions**

8. All notices and correspondence given in connection with this Agreement shall be in writing and may be delivered by electronic mail to the last known email address for you and to [info@perfectchoicemusic.com](mailto:info@perfectchoicemusic.com).

9. A waiver of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such condition for the future or of any subsequent breach thereof. All rights, remedies and obligations hereunder shall be cumulative and shall not be in limitation of any other remedy, right or obligation of either party.

10. This Agreement is binding upon and will inure to the benefit of the respective successors and/or assigns of the parties hereto. This Agreement is the complete agreement of the parties with respect to the subject matter hereof and all negotiations and understandings are merged herein. For purposes of interpretation, both you and Perfect Choice Music will be deemed to have drafted this Agreement.

11. This Agreement has been entered into in the State of Illinois. Any dispute or controversy arising from or relating to this Agreement shall be governed by the laws of the State of Illinois applicable to contracts entered into and performed entirely within the State of Illinois. Any action or other proceeding that involves such a dispute or controversy shall be brought in the courts located in Chicago, Illinois (state or federal) and not elsewhere.

12. You hereby acknowledge that (a) your electronic acceptance and/or signature of this Agreement shall legally bind you with respect to this Agreement, and (b) you shall not be entitled to assert any claim that this Agreement is not enforceable against you solely due to the fact that it was accepted and/or signed electronically. Perfect Choice will provide paper documents to you for hand-written signature in the event you request same in writing; provided, however, that the effectiveness of any agreement previously accepted and/or signed electronically by you shall not be diminished by your request for paper documents.