

# **Audiodrome Business License**

Effective as of the date of purchase

Read these terms and conditions carefully before using the digital assets from Audiodrome. By purchasing or using the digital assets from Audiodrome, you agree to be bound by the terms and conditions of this Agreement. If you do not accept the terms and conditions in this Agreement, do not use or purchase the digital assets from Audiodrome.

BETWEEN:

The "Seller":

Audiodrome LLC

30 N Gould St Ste N,

Sheridan, WY 82801, USA

The "Buyer": [your purchase email]

## **Ownership & Reservation of Rights**

The Digital Assets and the Software are the property of the Seller and are copyrighted by law. The Digital Assets shall not be copied, published, or used in any way except as provided for in this agreement. The Seller reserves the right to use the Digital Assets on the Seller's website and for the Seller's own marketing or advertisement purposes.

## **Definitions**

Digital Asset(s) - The individual music tracks listed in Appendix A and any accompanying metadata or stems provided by Audiodrome.

Project - Any single end-product or production created by the Buyer that embeds a Digital Asset in synchronized form (e.g., a film scene, podcast episode, advertisement, video game level, presentation slide) in accordance with this Licence.

Synchronisation ("Sync") Right - The right to fix a musical composition and/or recording to moving or still images.

Master Right - The right to reproduce and distribute the specific sound recording of a musical work.

Mechanical Right - The right to reproduce and distribute a musical composition in audio-only form (downloads, CDs, interactive streams, etc.).

Public Performance Right - The right to perform the composition publicly (broadcast, exhibition, live show, etc.).

IN CONSIDERATION OF the Seller providing the digital assets to the Buyer and the Buyer paying to the Seller the Purchase Price, and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

### **Grant of Licence**

1. Subject to full payment of the purchase price and continued compliance with this Agreement, the Seller grants the Buyer a non-exclusive, worldwide, perpetual licence to:
2. Synchronize each Digital Asset with visual, audio-visual, or multimedia content for the purpose of creating a Project.
3. Reproduce and distribute the master recording as embedded in the Project.
4. Publicly perform the Project (including the embedded Digital Asset) in any medium listed in § 9 („Permitted Use”).
5. This Licence does not convey ownership of any copyright. All rights not expressly granted are reserved by the Seller.

### **Term**

6. The Licence is effective from the purchase date in perpetuity unless terminated under § 23.

### **Delivery**

7. The Seller will deliver download links for the Digital Assets in WAV format to the Buyer's purchase e-mail address immediately after checkout and will ensure the links remain active for at least thirty (30) days thereafter. There are no audience-size limits and no platform caps or channel caps.

### **Permitted Use**

8. The buyer shall only use the Digital Assets in accordance with this Agreement:
9. For the Digital Assets, the Buyer has the following usage rights:

9.1. Commercial or non-commercial video (shorts, stories, promotional spots, feature films, series, animation, corporate, e-learning, etc.).

9.2. Podcasts and downloadable audio programmes, subject to the Mechanical Licence Responsibilities in § 14.

9.3. Live or recorded streams (YouTube, Twitch, Facebook, Instagram, TikTok, etc.).

9.4. TV, radio, VOD, cinema, OTT platforms.

9.5. Applications, software, games, virtual reality, events, fairs, theatrical plays, exhibits, and installations.

9.6. Multi-client work, provided each client receives a copy of this Licence.

### **Synchronisation & Master Rights**

10. This Licence includes the necessary synchronisation and master rights for every use authorised in § 9. You do not need to request additional permission from Audiodrome to:

10.1. Edit, loop, fade, or otherwise adapt the recording within a Project.

10.2. Export the Project to any of the allowed distribution channels.

11. You may not distribute, sell, or share the raw, isolated Digital Asset as a stand-alone music file (see § 10).

### **Physical Distribution**

11. You may manufacture physical copies of **your Project** (e.g., DVDs, Blu-ray discs, USB kits) that embed the Digital Asset, **provided**:

11.1. The Digital Asset remains inseparable from the Project; and

11.2. The physical product is marketed as your Project (film, course, vlog compilation, etc.), **not** as a music album or sound-track-only release.

12. Placing the unaltered track—or an audio compilation that allows extraction—on a CD, vinyl, cassette, or any digital service provider (Spotify, Apple Music, etc.) is **strictly prohibited** without a separate written agreement.

### **Restrictions on Use**

13. You are not allowed to:

13.1. Sell, transfer, sublicense, share, give away, or otherwise assign the Digital Assets or your rights granted hereunder to any other party.

13.2. Resell the Digital Asset by itself or as part of a package, except solely as embodied within your Project.

13.3. Resell the Digital Asset (or otherwise make it available) in any manner that would enable a third party to download the Digital Asset as a separate file.

13.4. Resell the Digital Asset (or otherwise make it available) as part of any competing product such as music compilation or music library.

13.5. Sell the Digital Asset (or otherwise make it available) as, or as part of, your music or as your song, even if it has been transformed or edited, or if you add other instruments or vocals to the music.

13.1. Claim to be the creator or copyright holder of the Digital Asset or of any derivative work created from the Digital Asset.

13.6. Using the content on physical media like printed materials, CDs, or DVDs.

13.7. Direct distribution, public display, or modifying content for re-sale/licensing to third parties is forbidden unless specifically allowed.

13.8. Use content to create logos, trademarks, or service marks.

13.9. Content must not be used in pornographic, illegal, or defamatory contexts. Examples include adult entertainment, promoting tobacco products, or portraying individuals negatively or unlawfully.

13.10. The license allows you to use the content for commercial and client projects, but does not grant ownership or rights to create derivative works beyond what is allowed under this Agreement. You may modify the content (such as editing, syncing with video, or adding effects), but you are not permitted to create new compositions or sell derivative works based on the original content.

### **Mechanical Licence Responsibilities**

14. This Business Licence grants you the right to embed the Digital Asset in podcast episodes, audiobooks, or other audio-only programmes and to make those episodes available for download, offline listening, or physical sale provided that:

15. You or your distributor secure any mechanical licence(s) that may be required for the underlying composition in the relevant territory (e.g., via The MLC in the United States, MCPS in the United Kingdom, or the local CMO elsewhere).

16. You ensure that any mechanical royalties generated by such distribution are properly reported and paid.

17. If the Digital Asset remains embedded solely in a visual or interactive multimedia work and is never offered as an audio-only file, no mechanical licence is required.

### **Public Performance**

18. Some venues, broadcasters, and web platforms may require public-performance licences from Performing Rights Organisations ("PROs"). While this Licence grants you the right to perform the Project publicly, it does **not** exempt venues or broadcasters from their blanket licensing obligations. Responsibility for any PRO payments rests with the party publicly performing or broadcasting the Project.

### **Warranties**

19. The Seller warrants that the Seller is entitled to grant the use of the Digital Assets described in this agreement and that this Agreement does not infringe the rights of third parties.

20. The digital image is provided "as is" to the Buyer. The Seller and its officers, employees, agents, and suppliers, do not provide any warranty, whether express or implied, as to the Digital Assets.

### **Liability & Indemnity**

21. The Seller will not be liable for any third-party claims, losses, damages, liabilities, penalties, punitive damages, expenses, legal fees, or costs of any kind or amount whatsoever resulting from the Buyer's use of the Digital Assets.

22. The Buyer agrees to defend, indemnify, and hold harmless the Seller and its officers, employees, agents, and suppliers against any or all claims, losses, damages, liabilities, penalties, punitive damages, expenses, legal fees, or costs of any kind or amount whatsoever resulting from or arising out of the unauthorized use of the Digital Assets by the buyer or its officers, employees, agents and suppliers, or the Buyer's breach of this Agreement.

### **Expiry or Termination**

23. This Agreement has no expiry date - the Buyer can use the Digital Assets for an unlimited time. However, the Seller reserves the right to revoke the license and terminate this Agreement immediately if the Buyer breaches any of the terms, including unauthorized use or redistribution of the Digital Assets.

24. The Seller reserves the right to discontinue the license and terminate the Agreement immediately, as well as to commence legal proceedings if any copyright infringement has taken place due to the Buyer's unauthorized use of the Digital Assets.

25. Upon termination of this Agreement, the Buyer shall discontinue the use of the Digital Assets and shall destroy all copies and archives of the Digital Assets.

### **Intellectual Property Rights**

26. The Seller retains all the intellectual property rights of the Digital Assets and the Software. Nothing in this Agreement shall operate to transfer, assign, or otherwise grant any party any right or interest in the Seller's intellectual property rights with regard to the Digital Assets.

27. Any use, under any conditions not specifically allowed for in this Agreement, may constitute a violation of federal copyright law or international copyright agreements.

28. The Buyer shall not falsely represent that they are the original creator of the Digital Assets and the Software.

### **Export Laws**

29. In order to purchase a license for the Digital Assets, the Buyer must be in compliance with applicable export laws.

30. The buyer shall not ship, transfer or export the Digital Assets to any country in a manner prohibited by the laws of the United States or use it in any manner prohibited by the laws of the United States.

### **Severability**

31. If there is a conflict between any provisions of this Agreement and the applicable legislation of the United States (the "Act"), the Act will prevail and such provisions of the agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.

32. If any terms or provisions of this Agreement are determined to be invalid or unenforceable by the court of competent jurisdiction, the remainder of this Agreement will not be affected and each unaffected term and provision will remain in full force and effect.

### **Governing Law**

33. This Agreement will be governed and construed in accordance with the laws of the United States, without regard to the jurisdiction in which any action may be instituted. The Buyer agrees to submit to the jurisdiction of the courts of Wyoming to bring any action or for the enforcement of this Agreement. Notwithstanding, the Seller reserves the right to commence legal action to obtain injunctive relief in any court of competent jurisdiction.

### **Assignment**

34. The Buyer may not assign or transfer the Agreement or any rights granted within without the prior written consent of the Seller, and any attempted assignment or delegation without such consent will be void.

35. The Agreement will inure to the benefit and be binding upon the Seller and the Buyer and their respective successors and assigns.

### **Agreement of Parties**

36. This Agreement constitutes the entire agreement between the Seller and the Buyer with respect to the subject matter hereof and there are no further items or provisions, either oral or otherwise. Upon purchasing the license, the Buyer will receive a digitally signed copy of this Agreement via email confirmation, which can be used to resolve any copyright-related disputes or claims with third-party platforms.

37. The provisions contained in this Agreement cannot be changed except by the signed and delivered written consent of both Parties.

### **General Provisions**

38. Headings are inserted for convenience only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

39. Except where otherwise stated in this Agreement, all term employed in this Agreement will have the same definition as set forth in the Uniform Commercial Code in effect in the State of Wyoming on the date of execution of this Agreement (the purchase was made).

### **Corporate and Client Use**

40. For large-scale client or corporate projects involving high-budget advertising or public distribution, please contact Audiodrome for further assistance to ensure compliance with the appropriate usage rights.

The Parties have executed this Digital Assets License on the day of the purchase.

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