

MUSIC END USER LICENCE AGREEMENT

This User Licence sets out the terms and conditions on which you ("**Licensee**") agree to access the Melodie API and/or Track(s) via Pro Sound Effects (including SoundQ) ("**Reseller**") to search, license, download and synchronise Track(s) into Production(s).

1. Definitions

In this User Licence:

- 1.1 "All Media Platforms"** means all media now known or hereafter devised, including but not limited to TV, Radio, Cinema, DVD & Data-storage devices, Online, Mobile, VoD and OTT services.
- 1.2 "Application"** means the web or other software services, applications or products that access, utilise or interact with the Melodie API or that make Melodie Track(s) available.
- 1.3 "Copyright" means:**
- a)** any copyright under the Copyright Act 1968 (Cth);
 - b)** any copyright under the law of a country other than Australia; and
 - c)** rights in the nature of or analogous to the rights in (a) and (b) under the law of Australia or any other country (including future copyright and rights in the nature of or analogous to copyright).
- 1.4 "Performing Rights Organisation"** means performing rights organisations and/or collecting societies including the Australasian Performing Rights Association Limited (ABN 42 000 016 099) (APRA) and their international affiliates.
- 1.5 "Production"** means an audio-visual production into which Track(s) have been synchronised via the Application.
- 1.6 "Synchronisation Period"** means the period during which the Licensee is an active member of the Reseller's Application with an active User Licence, subject to the terms and conditions of the Reseller.
- 1.7 "Track"** means each sound recording, together with the associated musical work and lyrics.

2. Grant of Licence

2.1 Subject to the limitations set forth herein, Melodie hereby grants to the Licensee:

- (a) the non-exclusive, non-transferable right to access and use the Melodie API or Melodie Track(s) made available by the Reseller for the purpose of evaluating Track(s) for possible synchronisation into Production(s); and
- (b) upon the Licensee downloading Track(s) for synchronisation into a Production, a perpetual, worldwide, irrevocable, non-exclusive, non-transferable licence to reproduce the downloaded Track(s) into the soundtrack of the Production, for use in All Media Platforms.
- (c) When more than one Track is licensed, the Licence is granted separately with respect to each Track.
- (d) Each Track may only be sourced and downloaded via the Application and only synchronised into Production(s) during the Synchronisation Period.

2.2 The grant of this User Licence expressly does not permit the Licensee to:

- (a) use or reproduce any Track(s) for a work or subject matter other than in Production(s) created during the Synchronisation Period;
 - (b) use or resell any Track(s) as a stand-alone item;
 - (c) edit, modify, alter, adapt any element of any Track(s) or create any derivative works without Melodie's prior written consent except to incorporate a Track into the Production; or
 - (d) publicly perform, communicate or broadcast the Track(s). The Licensee's rights granted are subject to any rights vested in a Performing Rights Organisation. Performances in public, communication or broadcast of the Track(s) shall be subject to the parties responsible for such activities holding valid and subsisting licences from the parties holding such rights, where such rights are granted under relevant local law.
- 2.3 The rights granted under this User Licence are granted solely to Licensee and Licensee acknowledges it may not sub-license the rights granted under this User Licence to any other person or entity. In the event multiple persons in a Licensee organisation utilise the applicable right under this User Licence, the Licensee agrees it is principally and wholly responsible for the use of the rights by its employees and contractors in accordance with this User Licence.
- 2.4 Where applicable, for each Production intended for broadcast, the Licensee agrees to provide the Performing Rights Organisation or Melodie with a music cue sheet.
- 2.5 All rights in the Track not expressly granted to the Licensee under this User Licence remain with Melodie, including but not limited to the right to make changes to the Track or use any part of the lyrics or title of the Track as the title or subtitle of the Production. You acknowledge and agree Melodie owns the Copyright in any and all part of the Track and the recording of the Track.