



Business License No. xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Track Name: xxxxxxxx

Artist: xxxxxxxx xxxxxxxx

Invoice ID: 0000

License holder: xxxxxxxx xxxxxxxx

Date: Sunday 13th of August 2017

The present Business License agreement, herein after also referred to as the "License" only, shall have effect as from the date of purchase and is concluded between MasterJingle s.r.l.s. (VAT Registration n.01162300576), having its seat Via Meleta n. 37, Casperia (RI), Post Code 02041, e-mail info@masterjingle.com, hereinafter also referred to as the "MasterJingle" and you who have purchased the License and used the services of the platform MasterJingle, herein after referred to also as "Platform",

#### WHEREAS

1) **MasterJingle** is the name of a music platform, currently identifiable as the domain **www.masterjingle.com**, that allows the use and exploitation of music works and recordings (hereinafter referred to also as "Work and Recording") and promotes their publication, communication and/or dissemination to the public, promotion, synchronization, marketing etc. through the granting of non-exclusive user licenses to third parties, granted for personal, professional purposes and/or for commercial use;

2) **MasterJingle** is the titleholder of all the property rights on the Works and Recordings published on the Platform and therefore is the sole and exclusive titleholder of the whole of the rights of economic exploitation concerning the work and recording (hereinafter referred to also as "Work and Recording") whose license has been purchased by **you**, therefore **you** shall be enabled to use it without infringing the copyrights on the Work and the rights related to the recording in full compliance with the present license and always within the limits of imperative legislation provided for in Italy and abroad;

3) Through the purchase or in any case following the downloading of the Work and Recording, **you** shall accept to be legally bound by the present License as well as by the terms, guarantees, responsibilities and all the conditions provided for there, and by conduct **you** shall take the position of license holder vis-à-vis **MasterJingle**;

4) With the present license **MasterJingle** shall allow **you** without time limit, the world over and not exclusively, the right to combine the Work and Recording with other works, logos, trademarks, vocal trademarks, products, distinctive marks, etc., and the right to synchronize the Work and Recording above with frames, still and/or moving images, sequences of images and video clips, etc. and the right to process,

modify, edit and/or adapt the Work and Recording above, in any shape and manner including all the rights and uses indicated under Articles 2 and 3 below and in compliance with the limits under Article 4 below;

5) With the present License, **in synchronization and/or combination with** the Work and Recording **you** shall be enabled to create profit-oriented audiovisual, multimedia and audio projects and/or **you** shall be enabled to conduct promotion and advertising activities having commercial and business purposes, the whole thing within the limits of the License and the imperative legislation provided for in Italy and abroad;

6) For the purposes of the present License, the expression "**Audiovisual projects**" shall be meant to be referred to the production of images and music, the production of photographs, slide-shows and any other video and audiovisual creation, of any kind and type, **by combining and/or synchronizing the Work and Recording** given to **you**. In particular, by way of example **you** shall be enabled to conceive, create and produce advertising spots, short films, short feature films, feature films and films of any kind and type, including documentaries, documentary films, fictions, etc. and perform video-sharing activities, including on-line - within the limits under Article 4 below;

7) For the purposes of the present License, the expression "**Multimedia projects**" shall be meant to be referred to all the web-based projects, software application, databases and/or all the similar activities **you** may realize **in combination and synchronization with** the Work and Recording, destined to be used on technological media and/or interactively disseminated on the Web, on the Internet and/or telematic networks. In particular, by way of example, **you** shall be enabled to use the Work and Recording as background music for websites, blogs, social networks, for software demo, for applications (Apps.), animations and gameplays, to accompany slide-shows and presentations, for each on-line video-sharing activity (e.g. on YouTube, Netflix, Vimeo and/or on on-line platforms and social networks, etc.), for advertising spots, to create signature tunes, jingles, liners and promos, within the limits of Article 4 below;

8) For the purposes of the present License, the expression "**Audio Projects**" shall be meant to be referred to all the audio recordings and/or musical compositions of any kind and type **you** might realize **in combination and/or synchronization with the Work and Recording** given to **you** by **MasterJingle**. In particular, by way of example, **you** shall be enabled to use the Work and Recording to conceive, create and produce signature tunes, jingles, liners and promos of programs, realize background audio for audiobooks, create podcasts and any other similar activity, within the limits under Article 4 below;

9) For the purposes of the present License, the expression "**Promotional and Advertising Activities**" shall be referred to all those sponsoring, promotional, advertising activities **you** might carry out **in combination and synchronization with the Work and Recording**, destined to typify your business and/or make your activity unique and recognizable by the public. In particular **you** shall be enabled to use the Work and Recording given to **you** for answering machines and switchboards, **you** shall be enabled to create advertising videos to be presented at fairs, exhibitions and/or events, etc. and in general to carry out any promotional and advertising activity, even hereafter devised, provided that it is compatible with the License and the imperative in force legislation both in Italy and abroad, also in the field of Copyright and within the limits under Article 4 below;

10) For the purposes of the present License both the preview, and the full listening of the Work and Recording which is published on the Platform's website shall be meant as excluded in that these files have merely commercial and promotion purposes and for this reason shall be exclusively destined to be listened by the public through the Platform and outside the scope of the License.

**It is hereby stipulated and agreed as follows:**

## Article 1 - Forewords

The forewords shall be an integral formal and substantive part of the present License agreement and shall bind the contracting parties to comply with them and with the following clauses.

## Article 2 - Object of the Business License

2.1 With the present agreement **MasterJingle** shall give **you**, who with the purchase shall implicitly accept all the conditions herein established, a License the World over and without time limits on the Work and Recording to which it relates. The License shall be given personally to **you** and shall not be exclusive and transferable, or assignable to third parties in any shape and manner, in full and/or in part, for a consideration and/or free of charge, without prejudice to the provision under Article 8 bis below.

2.2 Through the License, and within its limits, **you** shall be enabled to use the Work and Recording given to **you** by **MasterJingle** in **synchronization and combination** with your **Audiovisual, Multimedia and Audio projects**, also profit-oriented and/or **you** shall be enabled to carry out **Promotion and Advertising Activities** having commercial and business purposes (all hereinafter also referred to as "Creative Projects" only), the whole thing in compliance with the imperative in force legislation, including the domestic and international legislation in the field of Copyright.

2.3 The license shall not relieve **you** in any way of the duties, obligations and considerations in case due and provided for by the imperative legislation in the field for the exercise the rights on the Work and Recording given to **you** by **MasterJingle** and/or for the exploitation of your Creative Projects, for this reason **you** shall be obliged to comply with all the formalities provided for by the law.

## Article 3 - Features and uses allowed with Business License

3.1 **MasterJingle**, who is fully entitled to, shall allow **you**, not exclusively, the World over and for entire period of legal protection provided for by the Law on Copyright, the rights on the Work and Recording indicated below only, *to be exercised within the limits indicated in Article 2 above*;

- the **right to synchronize** the Work and Recording, in any manner and shape and in its different formats, with frames, still and/or moving images, sequences of images and video clips, audiovisual material in general, by way of example but not limited to, photographic works, simple photographs and images of any type and kind, for the design, realization and production of **Creative Projects** also profit-oriented. In particular, by way of example **you** shall be enabled to synchronize the Work and Recording for applications (Apps), videogames, gameplays, on the Web in streaming online activities (e.g. YouTube, Vimeo, Netflix, etc.), on social media, in the form of advertising (including also the promotional advertising played before a video, namely pre-roll advertising), **you** shall be enabled to realize web-based series and formats, and conceive, create and produce short films, films and documentaries, fictions and TV series, and **you** shall be enabled to use the Work and Recording to realize software demos, for music in websites, blogs and social networks, etc.;

- the **right to combine** the Work and Recording, in any shape and manner and in its different versions, with logos, trademarks, vocal trademarks, distinctive marks, texts, products and the **right to combine** the Work and Recording, in any shape and manner and in all its different versions, with other works and/or recordings, including sounds, voices, musical instruments, noises, etc., to conceive, create and produce **Creative Projects** even profit-oriented;

- the **right to process, modify, edit and adapt** the Work and Recording and its different versions, in any

shape and manner, in full or in part, and to adapt and combine the different versions of the Work and Recording given to **you** by **MasterJingle** between them, in view of the creation of **Creative Projects**, also profit-oriented, including the **right to add sound effects** and to carry out any activity related to the recording on mechanical appliances, including re-mix, mash-up, re-edit, re-work activities and in general sound editing activities;

- the **right to use the title** of the Work and Recording, the information on the Artist and the credits indicated in the Platform, in any shape and manner and in its different formats, and the **right to mention** it on the Creative Projects incorporating the aforesaid Work and Recording, by literally complying with what is indicated in the Platform.

3.2 Furthermore, within the limits of Article 3.1 above, **MasterJingle** shall let **you** use the Work and Recording also in its different versions and formats, for example **you** shall be enabled to use it in the denominations short/middle/long by 15 s, 30 s, 60 s and/or in the form of one or more loops, according to the Creative Projects **you** will realize, the whole thing at your complete discretion and of your full choice.

3.3 **MasterJingle**, who is fully entitled to, shall authorize **you**, as of now, within the limits indicated below, to use and exploit economically the Creative Projects conceived, realized and produced by **you** in synchronization and/or combination with the Work and Recording and for that purpose, with regard to its area of competence, **MasterJingle** shall allow **you** only and exclusively *the rights indicated below on the aforesaid Creative projects*:

- the right to publish, also in a collection, the Creative Projects and the right to **interactively disseminate and make available to the public**, through the Internet, the web, social networks, etc., including telematic networks, through streaming, web casting and downloading and online interactive and non-interactive communication in general so that everyone can access them from the place and at the moment chosen on an individual basis and the **right to distribute, market or circulate or in any case put at the public's disposal** the Creative Projects, for a consideration or free of charge, digitalized e.g. through the Internet, on the web, through uploading, downloading and streaming and also in any shape and manner of dematerialized communication;

- the **right to adapt, modify, process, edit and transform and translate** the Creative Projects in view of introducing variations and carrying out adaptations;

- the **right of hiring and lending** the Creative Projects, for a period of time sufficient to obtain a financial or commercial benefit;

- the **right to combine** the Creative Projects with other projects, other works, recordings, logos, brands, marks, products, and the **right to synchronize** the Creative Projects with still and/or moving images, sequences of images and audiovisual products in general, the whole thing shall be carried out in compliance with all the relevant regulations provided for by the License and the Licenseâ€™s general limits.

3.4 Furthermore, **you** shall be enabled to file your Audiovisual and Multimedia Projects such as for example a film, a software application, a database, etc. with SIAE and/or other collecting societies and agencies dealing with the management of copyrights and related rights in Italy and abroad.

In this case:

- **you shall not be enabled at any time to file the Work and Recording ex-se** (for example with the Music

Division and/or other similar divisions at different collecting societies and agencies dealing with the management of copyrights and related rights in Italy and abroad);

- *you shall not be enabled at any time to indicate yourself and/or one of your successors in title as the author of the Work and Recording given to you with the license.*

If **you** are interested in any filing or recording with collecting societies and/or agencies dealing with the management of copyrights and related rights in Italy and abroad, **you** shall in any case contact **MasterJingle** directly at the address indicated above, and specify the following in your written notice: "RE: filing", and wait for the relevant indications and authorization, if any.

3.5 Without prejudice to the above, **MasterJingle** reminds **you** that that under no circumstance shall the present License relieve **you** of the duties, obligations and considerations in case due and *ex-lege* provided for in view of the exploitation of the rights on the Work and Recording and/or the exploitation of your Creative Projects.

#### **Article 4 - Prohibitions and limitations of use of the Work and Recording**

4.1 Under the License **you** shall be expressly not allowed to use the Work and Recording and all the versions licensed to **you** by **MasterJingle** with regard to what is not expressly indicated and allowed by it, and in particular **you shall not be enabled to**:

1) combine and/or synchronize the Work and Recording (and its different versions) with sequences of still, moving images, audiovisual material, with other works and recordings, with any information, trademark, logo, distinctive marks etc., fit to - even only indirectly - to affect third parties' rights and/or constitute a possible means of defamation, insult, violation of personal privacy and dignity.

In this regard, **you** shall be expressly not allowed to combine and/or synchronize the Work and Recording with pornographic material, subversive contents, and/or with terrorist purposes and in any case with any information, material and content contrary to the principles of public morality and public order in force in the domestic and international system;

2) represent, perform and play before an audience the Work and Recording object of the License, including its possible different versions;

3) file the Work and Recording (including its different versions as well as audio projects, if any) with collecting societies and/or agencies dealing with the management of copyrights and related rights both in Italy and abroad, nor are **you** allowed to engage the latter and/or third parties for that purpose;

4) publish directly and/or through a third party:

- links enabling the downloading and streaming, free of charge or for a consideration, of the Work and Recording on other websites, open access platforms and platforms with authentication;

- in any case publish and insert links enabling the downloading and streaming, free of charge and for a consideration, on any other tool similar to the aforesaid platforms;

5) include the Work and Recording on on-line catalogues, databases for storage and public consultation and/or software in potential competition with the music licensing activity realized by **MasterJingle**;

6) publish, use and/or exploit even economically, in any shape and manner, in full and in part, the Work and Recording, *ex-se* and/or in combination with other works and recordings, for example by realizing album folios, compilations, playlists, etc.;

7) bypass, remove or disclose to third parties in any manner, any access key limiting and/or enabling access to the Platform's content and making it possible to download one or more Works and Recordings;

8) use the Work and Recording *ex-se* that is without synchronization and/or combination with your Creative Projects for the purpose of disseminate, communicate it to the public via satellite, make it the object of mechanical and cinematographic reproduction.

4.2 Any reproduction, distribution, representation, execution, performing, radiobroadcasting, projection, leasing, renting, making available to the public, disclosing to the public, broadcasting, putting into circulation, cable retransmission activity and any kind of economic exploitation of the Work and Recording in itself and in its different versions through the License shall be expressly forbidden.

### **Article 5 - Title of all the rights on the Work and Recording**

5.1 The License shall not cause any passing of title in your favor of the property and exploitation rights on the Work and Recording object of it, since, for all legal purposes **MasterJingle** shall keep the exclusive title and can give third parties the Work and Recording, at its complete discretion.

5.2 With this regard, any activity which is directly and/or indirectly left to the titleholder of the rights on the Work and Recording shall be expressly forbidden to **you** and for this reason **you** shall not be enabled to:

- file the Work and Recording *ex-se* (according to the provisions under Article 4.1. n. 3) nor shall **you** be enabled to indicate a different author if **you** intend to file one of your Audiovisual and/or Multimedia projects (under Article 3.4);

- give the Work and Recording (and its different versions) to third parties, or assign and/or transfer it in other ways, for a consideration or free of charge, without prejudice to the provision under Article 8 *bis* below.

5.3 Under the circumstances mentioned above, **MasterJingle** shall expressly reserve the right to take legal action against **you** in view of the compensation of the claimed and/or caused damage.

5.4 If, in the light of the current and subsequent law provisions in tax, civil and administrative field, **MasterJingle** is required to pay any tax, duty and charge to keep the License, **you** might be required to pay a small contribution established on a flat-rate basis.

### **Article 6 - Indication of the Artist and prohibition to modify this information**

In a perspective of greater safeguard of artistic identity, **you** shall be asked to indicate on **your** Creative Projects the instructions contained on the Platform with regard to the Work and Recording. In this case **you** shall be expressly not allowed to change the title, credits and the name of the Artist/s as they are indicated on the Platform and **you** shall be not allowed to use them in a reduced and/or restricted version.

### **Article 7 - Full indemnity**

**MasterJingle** shall not be accountable of the use made by **you** of the Work and Recording (and its different versions) as well all the information and credits allowed to **you**, in violation of the limits imposed in the License and quite arbitrarily. For this reason, in case of any prejudice caused to third parties, **you** shall be held directly and personally liable before the competent Judicial Authority, indicated in Article 12 below and/or in out-court proceedings, and **you** shall be obliged to fully release **MasterJingle** from responsibility vis-à-vis any claim raised by third parties.

#### **Article 8 - Prohibition of Licensing and Assigning the rights on the Work and Recording and the License itself.**

8.1 The License is of a strictly personal nature and shall be allowed to **you** only, who have purchased it - via the Platform **MasterJingle** - and who have become, as a result, within the limits described above, permanent but not exclusive titleholder of the rights under Articles 2 and 3 on the licensed Work and Recording, the whole thing shall be to your full benefit and enjoyment within the limits of the present agreement and the imperative in force legislation in Italy and abroad.

8.2 For this reason, **you** shall not be enabled to alienate, sell, transfer, assign and/or sublicense to third parties in any shape and manner, for a consideration and/or free of charge, in full and/or in part, the Work and Recording object of the License (and its different versions), nor the copyrights and/or the rights related or resulting from it, and this prohibition to alienate, sell, transfer, assign and/or sublicense to third parties shall be meant as extended to the present License agreement, including its individual clauses and/or the rights allowed with it, except for the provision under Article 8 bis below.

#### **Article 8 bis - Assignment of one or more Creative Projects and the License**

8 bis.1 **MasterJingle** shall recognize your right to transfer and assign to third parties the present License - in its totality and entirety and within its limits - including all the rights that are part of it as a unit, exclusively in the event that **you** are transferring and/or licensing also all the rights of economic exploitation on one or more of your Creative Projects incorporating the Work and Recording given to **you**.

8 bis.2 In such a case, **you** shall not be enabled to use the License and the Work and Recording to create new Creative Projects and **you** shall be enabled to keep it in use only for those created before if they are already object of economic exploitation.

8 bis.3 Furthermore, as expressly required by **MasterJingle**, in the event **you** have transferred and/or licensed to third parties the exploitation of one or more of your Creative Projects incorporating the Work and Recording **you** shall be obliged to notify **MasterJingle** thereof without delay at the email indicated above, and to indicate also the title of the creative project assigned and the full identity of the new titleholder, and **you** shall be obliged to inform in writing the new titleholder of all the limits and conditions of the present license.

8 bis.4 In the absence of this notice, **MasterJingle** shall hold **you** directly accountable for any violation of the License, the individual rights assigned, credits and any other information given to **you** and **you** shall be held liable for all the damages that may be caused to third parties, and **MasterJingle** shall be expressly released by **you** from any responsibility.

#### **Article 9 - Termination and prohibitory injunction to use the Work and Recording**

9.1 The License shall be terminated under the law, as per Article 1456 of the Civil Code, irrespective of any consideration on the seriousness and importance of non-fulfilment, under the following circumstances:

- DRAFT
- infringement of Article 2 with regard to the object of the license
  - infringement of Article 3 with regard to the features and uses allowed through the License;
  - infringement of the prohibitions and limits to use the Work and Recording under Article 4;
  - infringement of Article 5 with regard to the Title of all the rights on the Work and Recording;
  
  - infringement of the prohibition of licensing and assigning the rights on the Work and Recording and the License itself to third parties, under Article 8;
  
  - infringement of Article 8 *bis* with regard to the assignment of one or more Creative Projects and the License.

To this end **MasterJingle** shall give notice to **you** through recorded delivery letter with advice of delivery to be sent to the addresses indicated at the time of purchase of the License, its will to apply the present clause and the License shall be immediately terminated after the sending of this notice.

9.2 Under the above circumstances **you** shall not be enabled to use the Work and Recording (and its different versions) in any shape and manner, to create your Creative Projects, the whole thing without prejudice to the compensation of the damage in favor of **MasterJingle** and the latter's right to keep, as advance payment on the sum due, also what has been paid by **you**.

9.3 In case of one or more of the above infringements, **MasterJingle** shall be enabled to initiate against **you** any civil, administrative or criminal proceeding in view of the protection of **MasterJingle's** infringed rights, reputation, image and the offered services and in general shall be enabled to take action, against any act prejudicial to all the values on which **MasterJingle** has founded its business in compliance with the in force domestic and international legislation.

9.4 In any case, **MasterJingle** shall not be accountable of any damage caused by **you** to third parties with the quite arbitrary use of the licensed Work and Recording (and its different versions), and any other information given to **you**, in violation of the limits indicated in the present agreement and therefore, as of now **you** shall release **MasterJingle** from any responsibility.

## **Article 10 - Purchase of the Business License and acceptance**

10.1 **MasterJingle**, in return of 159.00 (one hundred fifty-nine/00) euros, VAT included, for all the provisions of the present License shall deliver to **you** the due tax document in electronic format, which shall be sent to **you** in accordance with the necessary time on online mode.

10.2 With the purchase or in any case after downloading the Work and Recording **you** shall accept to be legally bound by the present License, as well as by the terms, guarantees, responsibilities and conditions contained in it.

10.3 Furthermore, through the purchase **you** shall implicitly admit that **you** have examined the License's general conditions, the provisions of the License itself, the procedures which will be used to treat your personal data, and the rules on privacy established by **MasterJingle** for your protection, all of them being available on the Platform's Website and viewable at the time of the purchase, **you** have understood their meaning and have not met any restriction when asking for a legal advice prior the purchase of the license itself.



## Article 11 - Final provisions

11.1 Any change, variation or renunciation of the present License shall not be valid or binding in the absence of any act signed by **MasterJingle**.

11.2 If one or more of the clauses of the License are invalid, ineffective, null, annulable and/or defective, in full or in part, they shall be construed in such a way as to keep the License's synallagmatic relationship and the financial content unchanged as much as possible.

11.3 Under Legislative Decree 196/2003 and subsequent amendments and supplements, **you** shall confirm that **you** have read the notice on the treatment of personal data and shall authorize **MasterJingle** to treat your data only with regards to the purposes of the License.

## Article 12 - Applicable law and exclusive competent court

12.1 The License shall be construed according to the domestic and European provisions on consumers' right and distance marketing, in particular also with regard to e-commerce. With this respect **you** are requested to make sure that your country of residence is the same as the billing address indicated to **MasterJingle**.

12.1 The License shall be regulated by the Italian law and each dispute related to the interpretation and/or execution of the present agreement, including any infringement of the License's limits and procedures to use the licensed Work and Recording and its different versions, will be subject to Italian jurisdiction and the Judicial Authority of Rome shall be the sole competent court.

*The present Business License has been electronically generated by **MasterJingle** and has a serial number which for all legal purposes shall be fully proof of authenticity, quality and guarantee of the service of providing for online music.*

Valerio Antognelli  
Founder & CEO

