



Standard License No. xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Track Name: xxxxxxxx

Artist: xxxxxxxx xxxxxxxx

Invoice ID: 0000

License holder: xxxxxxxx xxxxxxxx

Date: Sunday 13th of August 2017

The present Standard 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 "Works and Recordings") 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 license **MasterJingle** shall allow you without time limit, the world over and not exclusively, the right to use the Work and Recording, as is provided for by the present agreement, in combination with other works, logos, brands, distinctive marks, etc. (including the uses indicated under Article 3) and the right to synchronize the Work and Recording above with frames, still and/or moving images, video clips,

sequences of moving images, and in general to audiovisual products, etc. (including the uses indicated under Article 3), with the aim to enable you to carry out activities, create works, multimedia projects and/or video/photographic projects destined to be interactively published/widespread and made available via the Web, on the Internet and any case within the limits under Article 2 below;

5) For the purposes of the present License, the expression "**works**" and/or "**multimedia projects**" shall be meant to be referred to all the activities you can carry out, the projects, the programs, the presentations of images, photographs, and music and any other creation you may realize, in your interest, by **combining and/or synchronizing the Work and Recording** given to you, for example by using it as background music for websites, as demo for software, applications (Apps) and animations, to accompany slide-shows and presentations, including any on-line video-sharing activity and Web activities, etc., within the limits under Articles 3 and 4 below and with non-profit-making purposes;

6) For the purposes of the present License, the expression "**works**" and/or "**video/photographic projects**" shall be meant to be referred to the activities, projects, programs, presentations of images and music, sequences of images (including short films, short feature films, video clips, etc.), of the maximum length of 30 (thirty) minutes and any other creation you might realize if **you** work as (professional or amateur) photographer and/or video-maker exclusively at private parties, private events and similar activities. In this case you shall be enabled to use the Work and Recording **MasterJingle** licensed to you **synchronized or combined with** your works and/or video/photographic projects, made also for a consideration by the consignor and you shall be enabled to fix provided that their distribution is destined and addressed to those who ordered their realization only, and not to the public;

7) 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 excluded, in that these files have merely commercial and promotional purposes and for this reason they shall be considered as destined to the listening via the Platform only, and outside the scope of the License;

8) For the purposes of the present License all the uses of the Work and Recording which are not expressly indicated and allowed by the present agreement, such as the use of the Work and Recording for corporate videos having commercial purposes, advertising spots destined to media and broadcasting media other than the Internet, the web and telematic networks in general for the realization of full-length films, films and in any case those activities which are not expressly allowed here, shall be excluded.

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 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, nor are the rights on the Work and Recording given to **you**, as they are indicated in Article 3 below, assignable.

2.2 Through the License, you shall be enabled to use within its limits, the Work and Recording given to you by **MasterJingle** in **synchronization and combination** with your **non-profit making** works and/or multimedia projects, realized directly on your behalf and in your interest and you shall be enabled to publish them and make them available to the public and interactively communicate them via the Web, on the Internet and in general broadcast them on telematic networks only, the whole thing within the limits of the in force legislation, including the domestic and international legislation on Copyright.

2.3 Always through the License, and within its limits, you shall be enabled to use the Work and Recording if you work as photographer and/or video-maker (professional or amateur) at private parties, private events and similar activities only. In this case you shall be enabled to use the Work and Recording **MasterJingle** licensed to you, **in synchronization and combination** with your works and/or video/photographic projects, made also **for a consideration** by the consignor and you shall be enabled to fix them provided that their distribution is destined and addressed to those who ordered their realization only, and not to the public.

Article 3 - Features and uses allowed with Standard 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 following rights 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, audiovisual material, by way of example but not limited to, photographic works, simple photographs and images of any type and kind, for the realization of your works, multimedia projects and/or video/photographic projects. In particular by way of example you shall be enabled to synchronize the Work and Recording for applications (Apps) and videogames, on the Web in streaming online activities (e.g. YouTube, Vimeo, Netflix, etc.), on social media, in the form of advertising on the Web (including also the promotional advertising played before a video, namely pre-roll advertising), you shall be enabled to realize web-based series and formats, you shall be enabled to use the Work and Recording to realize software demos, to create videos of any kind, also promotional videos, for websites music, etc.;

- **the right to combine** the Work and Recording, in any shape and manner and in its different formats, 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 formats, with other works and/or recordings, including sounds, voices, musical instruments, noises, etc.;

- **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 works, multimedia projects and/or video/photographic projects incorporating the aforesaid Work and Recording, by literally complying with what is indicated in the Platform.

3.2 Furthermore, **MasterJingle** shall give you, within the timeframe, limits and procedures designated in the License the right to use the Work and Recording to realize works, multimedia projects and/or video/photographic projects together with the following rights:

- **the right to disclose and make available** to the public the works, multimedia projects and/or video/photographic projects incorporating the Work and Recording, via the Internet, the Web, social network, etc. including the broadcasting through telematic networks, via streaming and in general on-line interactive communication so that everyone can access them from the place and at the moment chosen on

an individual basis;

- **the right to distribute** free of charge, the works and/or multimedia projects incorporating the Work and Recording on digital files for example via the Internet, on the web, digital distribution, uploading, downloading and streaming and in any case with any shape and manner of dematerialized communication on the Internet and **the right of distribution** for a consideration with regard to the works and video/photographic projects under Article 2.3 only.

3.3 **MasterJingle**, who is fully entitled to, shall allow you, 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 works, multimedia projects and/or video/photographic projects you will realize, the whole thing at your complete discretion and of your full choice.

3.4 In any case the rights described above shall be given to you by **MasterJingle** only and exclusively in view of the realization of works, multimedia projects to be used on the Web, the Internet, telematic networks in general and with non-profit **making purpose** without prejudice to the provision under Article 2.3 above on the realization of works and video/photographic projects and in any case without prejudice to the imperative limits provided for in this field both in Italy and abroad.

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 (and its different versions) given to you by **MasterJingle** and also the latter's different versions, if any (arbitrarily created you) 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 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 or in part, the Work and Recording, in itself and/or in combination with other works and recordings, for example by using album folios, compilations, playlists, etc.;

7) use the Work and Recording in premises, trading blocs, fair areas and in shopping centers, on TV and Radio;

7 bis) use the Work and Recording for films and film-making projects as well as for the realization of works and multimedia projects with profit-making purpose;

8) bypass, remove or disclose to third parties in any manner, any access key limiting and/or enabling access to the Platform's content.

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 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.

5.2 With this regard any activity which is directly 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) and file your works, multimedia projects and/or video/photographic projects incorporating the Work and Recording with collecting societies and agencies dealing with the management of copyrights and related rights in Italy and abroad, nor shall **you** be enabled to engage the latter and/or third parties for this same purpose.

5.3 Furthermore under no circumstances shall **you** be enabled to give the Work and Recording (and its different versions) to third parties, or assign and/or transfer them in other ways for a consideration or free of charge, in full or in part and for uses and purposes which being exclusively up to **MasterJingle**, shall be expressly not allowed to **you**.

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

5.5 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 works, multimedia projects and/or video/photographic 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 Article 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.

8.2 In any case **you** shall not be enabled to alienate, sell, transfer, assign and/or sublicense to third parties the Work and Recording object of the License (and its different versions), nor the copyrights related or resulting from it, in any shape and manner, for a consideration and/or free of charge, in full and/or in part.

8.3 This prohibition of alienating, selling, transferring, assigning and/or sublicensing to third parties, in any shape and manner, for a consideration and/or free of charge, in full and/or in part, shall be intended to the present License agreement as well, in its entirety and also with regard to the individual clauses and/or rights.

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:

- 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.

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

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different versions) in any shape and manner, for the works, multimedia projects and/or video and photographic projects and in any other activity destined to incorporate the Work and Recording itself, 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 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 License and acceptance

10.1 **MasterJingle**, in return of 39.00 (thirty-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 by email and/or 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, and by conduct **you** shall take the position of license holder vis-à-vis **MasterJingle**;

10.3 Furthermore, through the purchase **you** shall implicitly admit that **you** have examined the License's 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

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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 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



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