



## BASIC LICENSE AGREEMENT

Date:  
Order ID:  
License Number:

TO:  
Name:  
Address:

Song name :  
Artist:  
Composer:  
Publischer  
IRSC:

Project name:  
Territory:

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Expanded Music srl, Via Romagnoli 3/B, 40010 Bentivoglio (BO), Italy, VAT No. IT04058430374,  
email sync@expandedmusicsync.com

Terms of Service and licenses  
via Expanded Music Sync [<http://www.expandedmusicsync.com>]

Dear Expanded Music Customer

This is a business to business agreement between Expanded Music srl owner of Expanded Music Sync website, and you (from now on "You") intended as a firm, a professional or your clients on whose behalf You are entering this agreement. You acknowledge that this is a business to business Service and our licenses are not for private use. Please read this agreement carefully before downloading any Song. By using our website and/or purchasing a license from us, you agree to be bound by the following terms and conditions (the "Basic License Agreement" hereinafter referred to as "Agreement") as the same pertain to the license you purchase.

### PREMISES

A) Expanded Music Sync: it is a website owned and managed by Expanded Music srl - Italy offering You Songs that can be downloaded and used accordingly to the terms and conditions of this Agreement.

B) In this Agreement the following terms shall mean:

i) Project: a media or a single audio-visual project to which Song (as defined hereinafter) is (or are) synchronized; any single audio stand alone project in which the Song is synchronized to a narration (radio or podcast episodes, radio advertising or other similar productions)

ii) Song or Songs: any master recording (or recordings) and the underlying musical composition(s) which you can browse on Expanded Music Sync's website and available for licensing from Expanded Music srl accordingly to the terms and conditions of the Agreement.



iii) Artist(s): the performer(s) and/or composer(s) of the Song.

iv) Allowed uses:

- Web & Social Media:

Professional videos for weddings, birthdays, holidays, graduations, private parties, etc.

Social media (e.g. YouTube, Vimeo, Facebook, etc.).

Digital edition online newspaper and/or magazine.

- Industrial & Corporate:

For internal use such as presentations, tutorials, employee viewing, shareholders' meetings and branding own telephone service.

- Radio & TV:

Pilot Radio & Tv programs not for distribution, broadcasting or other commercial exploitation.

- Film & Shows:

Documentaries and films for festivals or special events not for distribution, broadcasting or other commercial exploitation.

- Video game:

Free apps and video games distributed for promotional purposes only, not for sale or any other commercial exploitation.

v) Territory: worldwide.

vi) Duration: lifetime.

C) By downloading Songs from Expanded Music Sync, You agree to conduct this transaction electronically and You agree to be bound by the terms and conditions of the Agreement in respect to such Songs. If you do not accept or agree with these terms and conditions, please do not download or purchase any Song.

D) Previews of Songs are available on Expanded Music Sync's website for internal sync testing only. The fact that Expanded Music srl allows You to browse songs and to perform sync tests with your projects on Expanded Music Sync website or allows You to download one or more Songs is not intended as a waiver to the full acceptance of the Agreement.

1. Premises are integral part of this Agreement.

2. All Songs on the Expanded Music Sync are protected by the Italian and international copyright laws and treaties. Expanded Music srl has the necessary rights to enter this agreement. Expanded Music srl represents and warrants that it owns or controls (with just a few exceptions expressly indicated where needed) 100% of the copyright in the composition and 100% of the copyright in the Master (i.e. Related Rights to copyrights owned by producers and performers) and has the right to grant the rights granted to You under this agreement. You hereby acknowledge that the fact that You have acquired a Basic License for a Song does not mean any variation to the fact that Expanded Music srl or its Licensors are and remain the only owners of all rights, title and interest in the Song, including without limitation any copyright therein.



3. Through this Agreement You agree to pay Expanded Music srl the sum of \$ 49 (forty nine USD plus taxes, if needed) for each licensed Song. Subject to this payment Expanded Music srl grants You the limited, non-exclusive, non-transferable, right to use and synchronize the Song in one single Project in accordance with the terms and conditions expressed as set in the above v) Allowed Uses. You expressly acknowledge that the license granted to You under this Agreement refers and is limited to the right of use and synchronization of the Song in one single Project as set in the above v) Allowed Uses; under the Agreement You are allowed to download and use the full song as is and to edit the Song only for technical reasons connected with the synchronization, provided that such modifications do not result in a change of creative elements of the works or in their adaptation, in a different arrangement and/or in a violation of the moral rights owned by the authors. Any copyrights or similar and related rights on the Songs, other than the synchronization rights for the uses specified below, that You or your clients should pay to CMO (Collecting Management Organizations) or to right holders under local statute and legislation for the utilization of the Project (i.e. right of communication to the public and right of making available to the public, reproduction and distribution rights), are not covered by this license and then fall outside the scope of the Agreement. Should you be in the need of different terms and conditions please contact us for a Custom License.
4. The fee indicated in the Agreement does not include any taxes, duties or other government charges. In case VAT taxes, duties or other government charges will be due accordingly to local tax policies, please know that these will be added to the license fee bill and it will consequently appear in your cart before your purchase is made. Before any purchase please verify that your country of residence is the same as your billing address.
5. Once you have paid the agreed licensing fee according to this Agreement you will be allowed to download the Song or the Songs you have licensed. Should you have any problem in downloading the Song you have paid for, please report immediately the issue to [sync@expandedmusicsync.com](mailto:sync@expandedmusicsync.com), we reserve the right to offer the same Song available to You via a different digital delivery service at your Email. Expanded Music srl does not offer any refund on your purchase; if an error occurs during the purchase and You report it immediately, Expanded Music srl may offer You another remedy (i.e. to download another Song of the same value at the same licensing conditions and not more than once for each purchase) at its sole discretion.
6. The Agreement allows you to immediately download the Songs licensed for the uses set in the above v) Allowed Uses. Options not included in this Agreement are expressly forbidden and You should enquire for a Custom License at [sync@expandedmusicsync.com](mailto:sync@expandedmusicsync.com).
7. This non exclusive lifetime, worldwide license is valid only for one project as you have named it in your purchasing order. It is mandatory to hold one license for each Song per Project. If you will create multiple projects with the same Song, you must purchase additional licenses.
8. The rights and obligations set forth in this Agreement may not be assigned or otherwise transferred without our prior written consent. All licensed Songs hereunder may only be used for the Project declared to Expanded Music Sync in your purchasing order and You undertake hereby for the employers of your firm and/or on behalf of your clients. For different uses or additional terms and conditions please contact [sync@expandedmusicsync.com](mailto:sync@expandedmusicsync.com).
9. Expanded Music srl warns You in advance that You will be the only responsible to pay performing



rights fees or any other similar fees to CMO (Collective Management Organization) or right holders due to local statute or legislation. In order to properly report Songs for these uses where copyright notice is requested, you shall provide credits in substantially the following form:

"< name of artist >, < title > < composers > < publishers > < courtesy of Expanded Music srl - Italy >".

10. In Tv and radio productions, Cue Sheets must be filled with the networks, stations and appropriate Performing Right Organizations, and a copy must be e-mailed to [sync@expandedmusicsync.com](mailto:sync@expandedmusicsync.com). We may deliver the above information along with the downloading or, in case not, we will provide all Cue Sheets information and credits upon request.

11. With any of our licenses You may use a licensed Song on online video platforms systems (such as Youtube, Vimeo etc) but Expanded Music srl or its Licensors retain ownership of the Song. You may not claim ownership of the Song (or otherwise make it available) through any content detection and/or registration system (such as YouTube's Content ID), even if synchronized with your own images.

12. You commit to transmit to [sync@expandedmusicsync.com](mailto:sync@expandedmusicsync.com) a copy of the Project or a link to it in which the Song will be incorporated and authorize Expanded Music srl, for free and without limits of territory and time, to use the copy of the Project within Expanded Music srl's websites and their related Social Media as well as your name, logo, and/or trademark in order to promote Expanded Music Sync services.

13. In case this license allows You to use your Project on YouTube or other social networks and monetize just your video content, please note that this Agreement does not allow You to upload your project to YouTube's Content ID system or to claim yourself, your employers or your clients as the owner of the licensed Song. Expanded Music srl and its Licensors retain ownership of the recording. You acknowledge that due to the nature of YouTube's content recognition software, uploading Expanded Music srl's Songs to YouTube's Content ID will cause mistaken copyright claims to Expanded Music srl, to other users and for your future projects: this constitutes a violation of our licensing terms and makes you liable for copyright infringement.

14. Expanded Music srl warrants You having obtained sufficient rights in order to grant You a license under this Agreement and further warrants You that your use of the Song in accordance to the Agreement and in the form delivered by Expanded Music srl will not infringe any third party copyright and/or other intellectual property rights.

15. Other than as expressly set in above Article 14, the Song is provided on an "as is" basis, and Expanded Music srl disclaims all warranties of any kind on the Song, including but not limited to, concerning the quality and merchantability of the Song or the fitness of the Song for your purpose or those of your Clients.

16. Accordingly to this Agreement, to the maximum extent permitted by the applicable law Expanded Music srl shall not be liable to the Client or any third party for any cost, claim, damage or loss of profits, direct or indirect, tangible or intangible, resulting from the execution of the Agreement, including but not limited to, loss of data, loss of profits and loss of opportunity. Furthermore, Expanded Music srl shall not be held liable for any cost, damage or loss resulting from a modification made to the Song by You or the context in which the Song is used; You also hereby warrant that the Projects and their exploitation will not harm the image and the dignity of the Artists and will not result in an infringement of their moral rights on the Songs. .



17. Except for the case of willful misconduct or gross negligence, Expanded Music srl total maximum aggregate liability under this Agreement and any other Basic License You purchase from us shall be limited in any case to an aggregate of \$ 1,000 (one thousand USD).

18. Any use of the Song in breach of a term of this Agreement constitutes a copyright infringement: in such case Expanded Music srl shall be entitled to immediately terminate this Agreement by notifying to your email address or Registered Mail; Expanded Music srl further reserves the right to exercise all rights and remedies available at law including monetary damages and legal costs against You and all users of such Song. You shall be responsible for any damages resulting from any such copyright infringement including any claim by a third party.

19. Any further use of the licensed Song upon and after termination or not respecting the terms and conditions of this Agreement may be actionable as an act of infringement of copyright owned by Expanded Music srl and/or its licensors or for any other applicable cause of action.

20. You agree to defend, indemnify and hold Expanded Music srl, its affiliates, stake holders and the Artist(s) of the licensed Song harmless from and against any claims, costs, demands, expenses and liabilities which may result from a breach by You or anyone acting on your behalf of any of the terms and conditions provided under this Agreement.

21. Should any provisions of this Agreement be held to be void, invalid or inoperative, such decision shall not affect any other paragraph or provision hereof, and the remainder of this Agreement shall be effective as through such void, invalid or inoperative paragraph or provision had not been contained herein.

22. This Agreement will be governed by and construed in accordance with the laws of Italy. Any dispute relating to its interpretation shall be referred to the Italian jurisdictions and held in front of the Court of Rome - Italy excluding any other Courts and competent jurisdiction.

23. This Agreement may not be modified, altered or amended, except by written instrument duly executed by both parties.

This document, duly signed by Expanded Music srl's legal representative, acknowledges that the license has been paid for and issued.

Giovanni Natale  
President of Expanded Music srl

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, by downloading the purchased Song You have approved expressly the following clauses: Premise B), 5, 8, 15, 16, 17, 22.

Last Revised: May 10th, 2018