



## **SOUND IDEAS ANNUAL MEMBERSHIP PLAN AGREEMENT**

Issued by Sound Ideas (a Division of the Brian Nimens Corporation Limited) "Sound Ideas" with a primary place of business at 105 West Beaver Creek Road, Suite 4, Richmond Hill, Ontario, Canada, L4B 1C6

Issued to *Click to enter Licensee* "Licensee" with a primary place of business at *Click to enter address*.

On this Date: *Click here to enter a date*.

Order and License Number: *Click to enter Order/License Number*

Whereas Sound Ideas owns or controls the sound effects, sound design and other audio elements (individually and collectively the "Sound Effects") hosted on the URL <https://soundideas.sourceaudio.com> "Membership Website".

Whereas, Licensee desires to synchronize the Sound Effects with Licensee's productions, and with in-context and out-of-context advertisements and promotions for such productions (all such productions, advertisements and promotions shall collectively be referred to hereunder as the "Productions").

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE FOLLOWING SHALL CONSTITUTE THE AGREEMENT BETWEEN LICENSEE AND SOUND IDEAS:

### 1. LICENSE TERMS:

- (A) SOUND IDEAS grants to Licensee the non-exclusive and non-transferable right, license and authority to synchronize the Sound Effects into the Productions and to exhibit, distribute, and exploit the Productions embodying the Sound Effects throughout the Exploitation Territory (capitalized terms as defined hereafter) during the Term (capitalized terms as defined hereafter) via the Licensed Media (capitalized terms as defined hereafter). Further to the foregoing, Licensee shall have the right during the Term to make an unlimited number of synchronized uses of the Sound Effects in the Productions.
- (B) SOUND IDEAS shall provide Licensee with a unique Username and Password for each licensed user to search, browse, preview, and download the Sound Effects during the Term, in the form of digital files, via download from the Membership Website. Licensee is entitled to *Click to enter number of users* Licensed User(s).
- (C) Licensee shall be obligated to limit access to any downloaded Sound Effects to Licensed Users. Licensee shall not disclose usernames or passwords used to access the Sound Effects to any other party and will maintain such codes or passwords as confidential.
- (D) Any use of the Sound Effects other than for synchronization into the Productions by the Licensed Users is strictly prohibited and constitutes copyright infringement. Neither Licensee nor any Licensed Users accessing the Library shall under any circumstances make any unsynchronized Sound Effects available to any third parties. The Licensed Users shall be duly informed about these License Terms and limitations prior to accessing the Sound Effects. For the purpose of this agreement: Unsynchronized Sound Effects refers to isolated Sound Effects that are not embedded into the Productions.



2. EXPLOITATION TERRITORY: the World (the "Exploitation Territory").
3. TERM: The term of this agreement shall be for one (1) year commencing on "[Click here to enter a date.](#)" and terminating on "[Click here to enter a date.](#)" (the "Term"). SOUND IDEAS acknowledges and agrees that notwithstanding the expiration of the Term, Licensee may continue, in perpetuity, to broadcast, exhibit, syndicate, or otherwise exploit the Productions into which the Sound Effects were synchronized during the Term.
4. LICENSED MEDIA: The "Licensed Media" shall be defined as all media whether now known or hereafter devised, including, without limitation, all forms of Television / Cable / Satellite / Video On Demand / Radio / Internet / Digital Downloading / Mobile / Common Carrier / Subscription / Multi-Media / Home Video Formats and Devices/ etc.
5. LICENSE FEE: Licensee may make an unlimited number of synchronized uses of the Sound Effects licensed hereunder in the Productions during the Term for the one-time aggregate sum of **[Click to enter License Fee and Currency.](#)** The foregoing blanket license fee shall be applicable to the synchronization of the Sound Effects into Productions that are produced by Licensee and is only valid and effective once the License Fee is paid in full.
6. EXPIRATION: Upon the expiration of the Term or termination of this agreement Licensee shall within thirty (30) days permanently destroy all unsynchronized files originating from the Library in its possession so that Licensee and the Licensed Users do not retain any copies of the Sound Effects whatsoever, and advise SOUND IDEAS by email that the files have been permanently deleted.
7. TERMINATION: SOUND IDEAS may terminate this Agreement immediately upon notice if Licensee breaches any material term or condition of the Agreement and, if capable of remedy, fails to remedy such breach within thirty (30) days after being given notice thereof by SOUND IDEAS. Either party may terminate this Agreement immediately upon notice if the other becomes insolvent or suffers any act of insolvency.
8. REPRESENTATIONS AND WARRANTIES: SOUND IDEAS represents and warrants as follows:
  - (A) SOUND IDEAS has the full right, power and authority to make this agreement and to grant the rights granted herein.
  - (B) SOUND IDEAS owns or controls 100% of the copyrights in and to the Sound Effects throughout the world, and that it owns or controls all other rights necessary to enter into and to fully perform this agreement. SOUND IDEAS further warrants that the use of the Sound Effects in accordance with this agreement will not violate the rights of any third party.
9. LIABILITY: SOUND IDEAS accepts no responsibility for any direct, indirect or consequential losses, costs, expenses or damages of any kind arising from the use of the Sound Effects. SOUND IDEAS's liability is limited and restricted to replacement at no charge of the Sound Effects in question.



10. MISCELLANEOUS:

- (A) Nothing contained hereunder shall obligate Licensee to use the Sound Effects, or any part thereof, in any of its Productions or to release, broadcast, or otherwise exploit any Productions containing the Sound Effects hereunder.
- (B) All rights which are not expressly granted by SOUND IDEAS to Licensee pursuant to this Agreement, including all promotional materials or any other property owned or controlled by SOUND IDEAS, are specifically reserved by SOUND IDEAS. Except as expressly set forth in this Agreement, nothing contained herein shall be deemed to convey or transfer to Licensee any ownership interest, including copyright, in or to the Sound Effects or any copy of the Sound Effects.
- (C) In the event that Licensee violates this Agreement or allegedly breaches any of its covenants contained herein, Licensee shall have a period of thirty (30) days to cure such claim, commencing from the date on which Licensee receives written notice of the claim from SOUND IDEAS. In the event such breach, or alleged breach, is not or cannot be cured within such thirty (30) day period, then SOUND IDEAS shall be entitled to an action at law for damages and to restrain or enjoin the distribution or other exploitation of the Productions.
- (D) Licensee may not assign its rights or obligations under this Agreement without the prior approval of SOUND IDEAS.
- (E) All License Fees are exclusive of any applicable sales, use, withholding or other transactional taxes (if any), which are the sole responsibility of Licensee.
- (F) If one or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected, and, if permitted, the court or arbitrator(s) shall apply any "blue pencil" rule that may be applicable, so as to enforce the lawful intent of the parties, as found by such court or arbitrator(s).
- (G) No action of either party, other than express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of either party in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by either party of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy on one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.
- (H) This Agreement may be executed in counterparts and by facsimile, scan (i.e., pdf), or email signatures, each of which when executed shall be deemed to be an original for all purposes, and together shall constitute the agreement of the parties hereto, fully binding and with full legal force and effect.
- (I) This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario, Canada applicable to agreements entered into and wholly performed therein, and the jurisdiction of any dispute hereunder shall be with the Ontario Court.



(J) This agreement constitutes the entire agreement of the parties hereto and may not be amended except by an agreement in writing executed by the parties hereto.

Order and License Number: *Click to enter Order/License Number*

AGREED AND ACCEPTED:

*Click to Enter Licensee*

By: \_\_\_\_\_

Its: \_\_\_\_\_

AUTHORIZED BY:

Sound Ideas

A handwritten signature in black ink that reads "B. Nimens". The signature is written over a horizontal line.

Brian Nimens

President & CEO



**Sound Ideas**  
**105 West Beaver Creek Road, Suite 4**  
**Richmond Hill, Ontario, Canada, L4B 1C6**

Phone 800.387.3030 or 1.905.886.5000

Email [contact@sound-ideas.com](mailto:contact@sound-ideas.com)