



## **SOUND IDEAS END USER LICENSE AGREEMENT**

---

### **TERMS AND CONDITIONS**

Sound Ideas, Hollywood Edge and Sounddogs royalty free audio files (hereafter referred to as the "Product" or "Products") are sold to you with a **lifetime non-transferable worldwide license** for synchronization & master rights only. By accepting any Products, you acknowledge and agree to the stated terms, conditions and limitations of use. In the event of a breach of this License Agreement, action may be taken against you directly by the owner of the copyright (Licensor). You consent to the jurisdiction of the courts of the Province of Ontario, Canada and to venue at the location of this court.

The Products must be purchased directly from Sound Ideas or one of its authorized Distributors. Unauthorized resale of the Products is prohibited. Any resale or transfer of license may only be permitted if authorized in writing by Licensor.

### **RIGHTS GRANTED**

You have the right to modify the audio content from the Products in length, pitch and/or format as required for use; to synchronize the audio content from the Products with audio and/or visual productions or applications such as • film, video, DVD & TV productions • training, marketing and trade show presentations • corporate videos & educational applications • on hold messages & advertising • radio presentations & commercials • television presentations & commercials • live performances • speech & audio book products • Web pages & multimedia presentations • Online & live streaming and video broadcast sites such as Youtube • Social Media such as Facebook and Twitter • PowerPoint & Flash productions • interactive programs & computer games & synchronized content for Apps • AV & computer generated displays, podcasts (all such applications hereinafter referred to as "the Production"). You may create copies of the Production. If you sell, lease, give away or otherwise distribute copies of the Production, the rights and limitations to Sound Ideas synchronized audio content as outlined in this End User License Agreement are in effect for the life of the Production and pass automatically to the End User of the Production. All rights not expressly granted herein are reserved.

### **LIMITATIONS**

**Copyright infringement is a serious offence.** Sound Ideas protects its copyright by all necessary means, including legal action. You are **not** authorized to:

- Make copies of any of the unsynchronized recordings contained within the Products, except as may be designated to a single stand alone workstation for the sole purpose of specific audio and / or visual synchronization at your own facility. You are only licensed to keep one copy of the audio content on one stand alone workstation at any given time unless otherwise directly licensed by Sound Ideas.
- Copy, duplicate, provide access to, sell, lease, loan or give away unsynchronized sounds from the Products by any means including the World Wide Web, streaming audio or any delivery method now known or which shall become known.
- Transfer, re-record, copy or duplicate the Products, in whole or in part, for any purpose not authorized under this End User License Agreement without express written authorization from Sound Ideas. You may not transfer the Products, in whole or in part, electronically or via any peer to peer file sharing program, FTP site, service bureau operation, DRS, computer network or in any way not expressly allowed by Sound Ideas.
- Provide Multi-User access to unsynchronized sounds from the Products without a valid Sound Ideas Multi User License issued directly to you for this specific purpose by Sound Ideas.
- Provide sounds from the Products in whole or in part as mobile telecom audio content such as ring tones, ringback tones, soundscapes, multimedia messaging services (MMS), voice messaging, audio enhancements, greeting mail services, or other content applications now known or which shall become known, without a valid license issued directly to you for this specific purpose by Sound Ideas.

*Page 1 of 2*  
**Sound Ideas End User License Agreement**  
**LIMITATIONS CONTINUED FROM PAGE 1**

### **Sound Ideas**

105 West Beaver Creek Road, Suite 4, Richmond Hill, Ontario Canada L4B 1C6  
Telephone: (905) 886 5000 Fax: (905) 886-6800 Toll Free: US 1-800-387-3030 Canada 1-800-665-3000  
Email: [info@sound-ideas.com](mailto:info@sound-ideas.com) <http://www.sound-ideas.com>



- Provide the Products in whole or in part as unsynchronized content within other mobile communications or entertainment applications, such as iTunes Apps, or as unsynchronized content offered in software packages.
- Provide the Products in whole or in part within retail toys, electronic sampling products or program chips.
- Sell or otherwise dispose of computers, hard drives or discs or any other electronic storage media which contains the Products unless all the Products have been deleted. All Products maintained on any computers, hard drives, discs or any other electronic storage media must be deleted before the transfer or sale of any computer, hard drive or disc that contains the Products.
- Add new instruments, melody or lyrics to an original music composition owned or represented by Sound Ideas without prior written consent of the owner.
- Sounds identified on the Sound Ideas Web site as Restricted Sound Effects require separate licensing from a third party.

## **PERFORMING RIGHTS & TALENT RELEASES**

With respect to any music compositions that may be included in the Products, this License does not include Performing Rights. Performing Rights represent the entitlement of music composers and publishers to benefit from the public performance of their compositions. Performing Rights societies like ASCAP and BMI in the United States and SOCAN in Canada, as well as many more around the world, have been established to collect and fairly distribute Performing Rights fees to music composers and publishers. If you use any musical compositions contained within any Sound Ideas royalty free product for either broadcast or non-broadcast productions that are eligible for documentation by Performing Rights associations, said music use should be reported to your local Performing Rights society and Sound Ideas. You agree to promptly furnish Sound Ideas with a complete and accurate music cue sheet for any production that is broadcast on television or distributed theatrically. Such cue sheet shall correctly identify the copyright owner, publisher, song title, and length of use for all Music licensed from Sound Ideas. Additional information about eligible music uses and cue sheets for music reporting are available from Sound Ideas.

With respect to any Sounds that include recognizable Voices or Voice Talent: there may be additional licensing and license fees required for commercial use, broadcast or public performance of such Sounds. These sounds include but may not be limited to the list of Restricted Sound Effects found on the Sound Ideas site. It is the sole responsibility of the End User to obtain the necessary licensing from the copyright holder and pay additional license fees as required to obtain the Talent Release for the Sound(s).

## **WARRANTY**

Sound Ideas warrants that your use of the Products in accordance with this License does not infringe on any third party proprietary rights.

## **LIABILITY**

Sound Ideas accepts no responsibility for any loss of business or business profits resulting directly or indirectly from the performance of any Sound Ideas royalty free product. Sound Ideas' liability is limited and restricted solely to replacement at no charge of the Sound Ideas royalty free product in question.

## **UPDATES TO THIS EULA**

For the current Sound Ideas EULA refer to Sound Ideas Web site:

<https://www.sound-ideas.com/Page/Sound-Ideas-End-User-License>

## **Sound Ideas**

105 West Beaver Creek Road, Suite 4, Richmond Hill, Ontario Canada L4B 1C6  
Telephone: (905) 886 5000 Fax: (905) 886-6800 Toll Free: US 1-800-387-3030 Canada 1-800-665-3000  
Email: [info@sound-ideas.com](mailto:info@sound-ideas.com) <http://www.sound-ideas.com>