

SINGLE TRACK LICENCE TERMS - CORPORATE

Licensor: AUDIO NETWORK AUSTRALIA PTY LTD ABN 37132601711 ("Audio Network"), of Suite 2, Level 2, 645 Harris Street, Ultimo NSW 2007, Australia

Licensee means the entity named in your invoice

By paying to Audio Network the licence fee set out in your invoice, the Licensee is granted the rights set out in this licence and agrees to abide by all its terms and conditions. The single production covered by this agreement is the production named in the invoice.

THE LICENCE

Your licence permits you to use one musical composition (the track named in your invoice) from the Audio Network production music library, for use as described in this licence in the single audio visual production specified in your invoice .

This licence grants you the following rights :

1. USES COVERED

You may include the musical composition as part of the specified production for corporate, internet, or other multi-media communication or advertisement. This includes online, event, and internal usage.

- i) All synchronisation rights in the music and the sound recording dubbing fee are cleared for the above uses.
- ii) You may use the musical composition in whole or in part and any number of times in any production covered by this licence. You may edit or re-edit a musical composition to any required length, but any treatment of the sound recording remains the copyright of Audio Network. This is the only form of editing and/or re-editing of the musical composition that is permitted.
- iii) You may use the track as a temporary track for the production prior to final dub, and as part of any promotional material or trailer directly associated with the production and not for sale to the public.

2. TERRITORY

The distribution territory covered by this licence is THE WORLD.

The synchronisation of the track into the production must take place in AUSTRALIA or NEW ZEALAND.

3. TERM

Providing the synchronisation [use] takes place in connection with the specified production, the licence will run IN PERPETUITY in relation to that production only.

4. LIMITATIONS

- i) The musical composition may not be given or sold on to third parties in any format except as authorised in this licence, and only after being incorporated into the specified production.
- ii) Your licence fee does not cover:-
 - a) performing right fees (see section 6 below) due to APRA or similar organisations for the **public performance, broadcast or communication** of music (as defined by Australian & NZ Copyright law)
 - b) **television or radio** broadcast or streaming
 - c) **retail sale** of videos, DVDs, or other products in any format now known or invented hereafter which contain audio-visual productions using and/or containing the musical compositions. You may give away up to 100 DVDs at no charge .
 - c) reproduction in the form of **audio-only** products in any format now known or invented hereafter (including but not limited to CDs, cassettes and analogue records) for commercial sale or rental to the public.
 - d) other non-retail **audio-only** products in any format now known or invented hereafter.

5. PRODUCTIONS

- i) If you wish to extend the number of productions covered by your licence or clear any other rights you should contact us by phoning +612 8204 0100, or by email to office@audionetwork.com.au
- ii) For the purposes of this agreement "production" means any individual audio visual production in any format now known or invented hereafter for use in television, film, radio, web-sites or other multi-media broadcast or advertisement. For the avoidance of doubt any sequel to a production will be deemed to be a totally separate production.

6. PERFORMING RIGHTS

- i) Performing rights (communication rights) will normally be cleared by the performing organisation, broadcaster or web site owner (not the producer). This is usually done through a blanket licence arrangement with APRA (the Australasian Performing Rights Association) in Australia and New Zealand or similar relevant societies in overseas territories.
- ii) No AMCOS or PPCA fees are payable on the use of any Audio Network sound recordings.

7. CUE SHEETS

You must provide the production company, broadcaster or performer with the necessary information including details of publisher, composer and tracks, to allow the broadcaster or performer to complete a cue sheet and to register the performance usage with the local performing rights collection society. You should also send a copy of the cue sheet also be sent to Audio Network.

8. WARRANTY & UNDERTAKING BY AUDIO NETWORK

We warrant to you that we have the right to grant to you all the rights granted in this licence and we undertake to indemnify you from any financial loss incurred by you as a result of any breach of this warranty.

9. INDEMNITY

You agree at all times to keep us fully indemnified from and against any losses, claims, demands and expenses actual and/ or adjudged by a court or tribunal of competent jurisdiction which we may sustain by reason of any breach of any provisions hereof by you or any warranty, representation or undertaking given by you hereunder being untrue, inaccurate or unfulfilled.

10. CREDIT

You agree to include a suitable credit in the name of Audio Network if and where music credits are given, subject to the practices of the broadcaster.