

APP

LICENSE GRANTED BY

Andrew Sheridan
36 range
Manchester - United Kingdom

LICENSE GRANTED TO

David Stuart
101 Balder Rd Manchester
Manchester - United Kingdom

DATE OF LICENSE

31/01/2022

LICENSE ITEM AND PRICE

Heaven is calling
500.00 GBP

LICENSE END TERM

Perpetual

ADDITIONAL TERMS

Test

NOW IT IS HEREBY AGREED AS FOLLOWS

1. DEFINITIONS

In this Licence

“Territory” shall mean: Worldwide

“Term” shall mean: Perpetual

“Fee” shall mean: 500.00 GBP

“Media” shall mean: All digital and non digital mediums necessary for the 6

2. LICENCE

2.1 In consideration of your payment to us of the Fee we hereby license to you for the Territory during the Term the non-exclusive right to record, duplicate and release the Work as part of the 6 in whatever medium(s) necessary, to use the music as a soundtrack "synced" with visual images as part of the 6; and to use the music as part of the public viewing or broadcast of the 6 throughout the Territory solely for distribution in the Media subject always to the terms and conditions contained herein.

3. TERMS AND CONDITIONS

3.1 This licence becomes valid from the purchase date listed above.

3.2 This licence does not include the right to sample and/or change the lyrics, the music and/or the character of the music of the Composition unless agreed in the additional terms box above, that being a bespoke or remix license.

3.3 Any use of the Composition not expressly authorised hereunder shall constitute an infringement of the copyrights in the Composition.

3.4 Performance or broadcast of the Composition in the exhibition of the 6 is subject to the rules of the relevant performing rights societies and the payment of their customary fees and royalties by you.

3.5 You shall furnish us free of charge a copy of the 6 on any format as requested by us.

3.6 You hereby agree to accord credit to us wherever other material credits are given in relation to the 6 in no less favourable position than ours.

4. WARRANTIES AND REPRESENTATIONS

4.1 We hereby represent and warrant that we have full right, power and authority to enter into this Licence and to grant to you the rights herein contained and in the event of any breach of this or any other warranty (express or implied) by us then in no event shall we be liable to you hereunder.

4.2 You hereby represent and warrant that you have full right, power and authority to enter into this Licence.

5. TERMINATION

5.1 In the event that you or your assignees or sub-licensees are in breach of any of the terms of this Licence and in the case of breach you do not remedy within 15 (fifteen) days of written notice to remedy from us, then this Licence shall terminate and we shall be entitled to rely on any of our other rights or remedies.

5.2 We shall have the right to terminate this Licence and your rights in the Composition hereunder if you shall enter into liquidation (or for purposes of reconstruction or reorganisation) or if it makes any Composition with its creditors or if a Trustee or a Receiver is appointed over your assets and undertakings and is in control thereof for 15 (fifteen) days or more.

5.3 Upon the expiration of the Term or other termination of this Licence all rights herein granted shall immediately terminate and no further use by you shall be permitted hereunder.

6. NON-ASSIGNMENT

6.1 You may not assign or sub-license any of the rights granted hereunder to any third party without our prior written approval. No assignment shall be effective unless and until the transferee or assignee shall deliver to us a written agreement assuming the further performance of you or assignment shall relieve you of any obligation hereunder.

6.2 However, you may enter into sub-licences within the Territory to the extent necessary to permit the exhibition of the 6 in accordance with the rules of the relevant performing rights societies.

6.3 This Licence shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

6.4 This Licence contains all of the terms agreed between the parties and replaces any and all previous agreements, whether written or oral. This Licence shall not be modified or varied except by a written instrument signed by the parties.

6.5 All notices hereunder required to be given to you shall be sent to you at the address mentioned herein. All notices and/or payments shall be made in sterling.

