

mongamonga's Royalty Free Loop Agreement

This sound pack agreement (the “Agreement”) is made and entered into as of the date of {{ order_date }} (the “Effective Date”) by and between the {{ seller_name }} (“Producer”) and the {{ customer_name }} (“Buyer”).

Producer and Buyer (individually, a “Party”, and collectively, the “Parties”) agree as follows:

1. PURPOSE AND BACKGROUND

1. Producer owns and/or controls one or more musical compositions (individually and collectively, the “Compositions(s)”), sound recordings which embody such Composition(s) (individually and collectively, the “Master(s)”), and/or one or more other sound recordings (e.g., short, one-hit sound recordings of musical notes) (individually and collectively, the “Sound(s)”). The Composition(s), Master(s), and Sound(s) are hereinafter referred to individually and collectively as, the “Sound Pack”.
2. The Sound Pack is made available for licensing via an online marketplace located at the following URL: “airbit.com”. In addition to such URL, such online marketplace may be available on other websites and/or apps, including but not limited to, other URLs, smart phone and tablet apps, smart TVs, living room media boxes, connected cars, and other digital and electronic formats, whether now known or hereinafter devised (such URL and all other websites, apps, and/or digital and electronic media where such online marketplace may be available are hereinafter referred to individually, and collectively as, the “Sites”).
3. Buyer desires to use the Sound Pack as provided in this Agreement. Producer desires to grant Buyer non-exclusive licenses to use the Sound Pack in exchange for payment as provided in this Agreement.
2. **TERM.** The “Term” of this Agreement shall begin on the Effective Date and will remain in effect in perpetuity.
3. **TERRITORY.** The rights granted in this Agreement are for the following territory: The Universe (the “Territory”).
4. **FEE.** Buyer agrees to pay Producer the fee associated with the Sound Pack as specified on the checkout page of the Sites. Such fee is set by Producer, in Producer’s sole discretion.
5. **AUTHORSHIP AND OWNERSHIP.** Buyer agrees and acknowledges that throughout the Territory in perpetuity (A) Producer owns and/or controls all of the rights in and to the Sound Pack (including, but not limited to, the copyrights in the Composition(s), Master(s) and Sound(s)), and (B) Producer shall have the right to exploit the Sound Pack (including, but not limited to the Composition(s), Master(s), and Sound(s)) in any manner or configuration, now known or hereafter devised, or to refrain therefrom, in Producer’s sole discretion.
6. **GRANT OF RIGHTS.** Subject to Buyer’s compliance with all terms contained herein, Producer hereby grants to Buyer, during the Term throughout the Territory, the limited, personal, non-exclusive, non-transferrable, terminable right to use the Sound Pack in any format, whether now known or hereinafter devised, for commercial or non-commercial

use, solely in one or more derivative works that Buyer creates where Buyer combines some or all of the Sound Pack with other musical composition(s) and sound recording(s) embodying such musical composition(s) (individually and collectively the "Derivative Work(s)"). For clarity, Producer acknowledges that during the Term, provided that Buyer is in compliance with all terms contained herein, Producer shall not be entitled to any royalties in connection with any Derivative Work(s).

7. **RESERVATION OF RIGHTS.** Producer only grants to Buyer the above non-exclusive rights and this Agreement does not transfer the copyrights in the Sound Pack (including, but not limited to, the copyrights in the Composition(s), Master(s), and Sound(s)). Producer expressly reserves all rights that are not specifically granted in this Agreement. Without limiting the foregoing and for clarity, Buyer agrees and acknowledges that the foregoing grant of rights does not permit the Composition(s), Master(s), and/or Sound(s) to be used in isolation in any way whatsoever because this Agreement is only for using the Sound Pack as part of the Derivative Work(s).
8. **CREDIT.** Buyer does not have any rights whatsoever to use Producer's name (legal and/or professional), likeness, and/or biographical material. Buyer must first obtain Producer's written approval before using any of the foregoing, including, but not limited to, according any credit to Producer in connection with the Derivative Work(s). Additionally, Buyer agrees to accord customary credit to mongamonga_ in connection with the Derivative Work(s). This includes crediting mongamonga_ in the descriptions of anything posted using these loops, as well as adding mongamonga_ as a writer on any and every Derivative Work(s). Buyer will credit mongamonga_ as mongamonga_.
9. **REPRESENTATION AND WARRANTIES.** The Parties represent and warrant that (A) they are free to enter into and to perform under this Agreement, (B) this Agreement will not interfere with any contract to which they are a party, and (C) their respective contributions to the Derivative Work(s) do not infringe on any copyright or personal or proprietary rights of others in any way whatsoever. Additionally, Buyer represents and warrants that the contributions of any person or entity hired by Buyer in connection with the preparation of the Derivative Work(s), do not infringe on any copyright or personal or proprietary rights of others in any way whatsoever.
10. **INDEMNIFICATION.** The Parties agree to indemnify and hold the other Party, its affiliates, subsidiaries, directors, officers, employees, agents, partners, and licensors harmless from any and all losses and damages (including, but not limited to, attorneys' fees, expert fees, expenses, and litigation costs) arising out of or connected with any breach by the other Party of any warranty, representation, or term of this Agreement that results from a third party claim made against the other Party that is reduced to a final adverse judgment in a court of competent jurisdiction or settled with the indemnifying Party's consent.
11. **PRODUCER REMEDIES.** In the event of a breach or a threatened breach by Buyer of this Agreement in any way whatsoever, Producer shall be entitled to injunctive and other equitable relief, in addition to whatever legal remedies are available to Producer, to prevent or cure any such breach or threatened breach. The rights and remedies of Producer as specified herein are not to the exclusion of each other or of any other rights or remedies of Producer. Producer may exercise or decline to exercise any of its rights and remedies as Producer may deem fit, without jeopardizing any other rights and remedies of Producer.

12. **BREACH; CURE.** No Party shall be in breach of this Agreement unless the non-breaching Party gives the breaching Party written notice of such failure to perform and such failure is not corrected within thirty (30) days from and after the breaching Party's receipt of such notice, or if such breach is not reasonably capable of being cured by the breaching Party within such thirty (30) day period, the breaching Party does not commence to cure such breach within such thirty (30) day period and proceed with reasonable diligence to complete the curing of such breach thereafter.
13. **RELATIONSHIP OF THE PARTIES.** Nothing herein shall be deemed to create any association, partnership, or joint venture between the Parties. It is specifically understood that each Party will perform its obligations hereunder without any right to bind the other in any way, except as may be specifically permitted hereunder or expressly agreed upon in writing by the Parties. The Parties agree and acknowledge that they shall each be solely responsible for all expenses they may incur in connection with performing under this Agreement, and that they will not be reimbursed by the other Party for any expenses in connection therewith.
14. **GENERAL.**
1. Entire Agreement. This Agreement contains the entire understanding of the Parties and supersedes all prior agreements, representations, and understandings between the Parties relating to the subject matter hereof.
 2. Modification. No change to this Agreement will be binding unless made by an instrument signed by each Party.
 3. Severability. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
 4. Waiver. Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
 5. Choice of Law. The validity, construction, and performance of this Agreement shall be governed and construed in accordance with the laws of {{ seller_country }}, without giving effect to any conflict of laws provisions.
 6. Dispute Resolution. The Federal and state courts located in County of {{ seller_country }}, shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement. In the event of a dispute between the Parties, the prevailing party shall be entitled to the reasonable cost of attorneys' fees in connection therewith.
 7. Clause Headings. Headings within this Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.
 8. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, and electric, scanned, or facsimile signatures shall be deemed original signatures.
15. **INDEPENDENT COUNSEL.** The Parties agree and acknowledge that they have each been represented by independent legal counsel or have had the opportunity to be represented by independent legal counsel of their own choice for purposes of advising them in connection with the negotiation, preparation, and execution of this Agreement.

16. **SIGNATURES.** The Parties have read and understood the foregoing terms and agree to be bound by them as of the Effective Date.