

Invoice No.: 68287  
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Customer: Howling Moon Software  
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Mass Market License for:	
Dark Artifact - 1 music loop (wav)	US \$ 24.88

CD printing, shipping and handling	US \$ 0.00
Total	US \$ 24.88

## MUSIC LICENSE

A license to use the purchased sound/music is hereby granted to the person or company to whom the attached Invoice is issued, for the music and/or sound creations specified on the attached Invoice only. This person or company is now entered into our database as a genuine licensee with permission to use the purchased music as outlined in our license terms below. The license is non-transferable and may not be re-sold, given or hired to any third party, except when license holder is a developer who has developed a product for his client, which uses the music. The developer may then hold the license on behalf of his client. There can be only one client per license.

Track title: Dark Artifact

License Type: Mass Market License

Composer: Jon Cooper ()

Publisher: Jon Cooper (PRS)

## LICENSE TERMS

Shockwave-Sound.com offers music licensing under two different license types: The Standard License or the Mass Market License.

### Standard License:

Grants permission for most commercial uses. Includes Synchronization (Sync License) products for sale or give away up to 5,000 copies, use on web site (one site), internet video (YouTube, MySpace, Google Video, MetaCafe etc), corporate video/presentation, educational, shareware/freeware game, single location music-on-hold, trade show/presentation, podcast, student film and film festivals. You may sell up to 5,000 physical products or downloadable products that contain the music. You may broadcast the audio on local and regional radio/TV (up to 200 miles/320 km radius).

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This is a license for Mass Market use. Includes Synchronization (Sync License), all rights included in the Standard License, plus national and world wide radio/TV broadcast, multiple location music-on-hold, reproduction of an unlimited number of items for sale or give away, and theatrical release license.

### Things you cannot do with our music, EVEN under the Mass Market License:

#### You may not trade in the music itself:

You may not trade in the music, i.e. to sell it as a music track, include it on a music CD for sale, offer it for sale or licensing through a web site, or other means of trading in the music as a music product.

#### You may not create derived works:

You may not create derived works of our music. What this means is that if you are a musician, music producer, rapper, singer etc, you cannot buy our music, add your own voice/instruments, and then treat that as your own music. What you are doing then is to create new music that is partially built on our music. This is known as "creating derived works" and it is not allowed.

You are however allowed to use our music as background music and add your voice over the music in products such as healing/meditation tapes, self-help tapes, audio-books and similar. Here, even though you have added your voice over the music, you have not created new music based on our music - you haven't created derived musical works - so these uses are fine.

## Note on UK based web sites:

The PRS (Performance Rights Society) in the UK collects broadcasting fees from UK companies using music on UK web sites. This means that even if you buy a license from us, you also need to buy an Online License from the PRS in order to use music on your site. This applies to all music composed by any composer who is a member of any performance rights society world wide, which includes most of our composers. The PRS Online license typically costs £50 per year and you can obtain this license by filling in the form "PRS Online License - Information Supply Form" which you can obtain by emailing: [PRSONline@prs.co.uk](mailto:PRSONline@prs.co.uk).

This only applies to persons or businesses in the United Kingdom using music on UK web sites. Also, even if you are using music on a UK based web site, you may still avoid PRS fees by using music composed by those of our composers who are not members of any performance rights society.  
(See [http://www.shockwave-sound.com/completely\\_royalty\\_free.html](http://www.shockwave-sound.com/completely_royalty_free.html)).

## About giving away our music on custom label CD's:

In Germany the organization GEMA collects money from businesses playing music in public at trade fairs. Typically in most of the world, the venue would already have a license which covers the companies that display at the trade shows, but in Germany there are some occasions where it's the company that has the booth where music is played, that has to pay a GEMA fee. This fee is typically EUR 30 per day to play music from a big screen at your booth. To completely avoid any chance of having to pay a GEMA fee when playing music at a German trade show, you can use music by those of our composers who are not members of any performance rights society. (See [http://www.shockwave-sound.com/completely\\_royalty\\_free.html](http://www.shockwave-sound.com/completely_royalty_free.html))

## Broadcasting and cue-sheets:

- If you are creating a music CD to give away for free as a promotional gift (for example, you want to include a free music CD as a bonus gift to somebody who buys a product from you, or just as a gift to your clients), this use is not covered under our Standard License or Mass Market License. Such use comes under the Giveaway Promotions License, which is detailed on the giveaway promotions license page on our web site: <http://www.shockwave-sound.com/giveaway-promotions.html>
- If you add your voice over the music (say, a therapy CD or self-help CD with spoken words mixed over the music), this is okay under our Standard License and Mass Market License.

## YouTube, MySpace, Google Video and similar video sites:

Most (not all) of our composers are members of Performance Rights Organizations (PRO's). Whenever their music is broadcast on TV or radio, you are required to fill in a cue-sheet and hand this cue-sheet over to the broadcasting company along with your film/program. This represents no additional cost, neither to you, nor to the broadcaster, but it is very important to our composers. If you want to know more about this, please read our notes about cue sheets and public performance at:  
<http://www.shockwave-sound.com/cue-sheets.html>

## Editing/changing the music:

You are welcome to use our music in videos and post the videos to sites like this, and you only need our Standard License to do this. However, it's important that you include information about the music used (track title, name of composer, name of publisher) when you upload your video to YouTube and enter the information into YouTube's system. Assuming correct information is given to YouTube, the composer will earn a micro-payment from YouTube when the video is watched. This micro-payment is paid by YouTube - not by you. YouTube, in turn, gathers money from advertisers on their site.

It is therefore a requirement of this license that the track title(s), composer name and publisher name are correctly entered when you submit a video that contains our music to YouTube and similar video hosting services. You can find the composer- and publisher-info on page 2 of the Invoice / License document that is made available to you after you make a purchase on our site. If in doubt, feel free to ask us.

## Credits:

You may edit our music (fade, crop, cut, stretch, loop) etc. to fit your required cue lengths.

You may however not use our music as a basis on which to create new music. (See "You may not create derived works" above).

## Privacy:

We take our customers and users privacy seriously. At no time will your personal details or e-mail address be passed onto any other company. As a new customer, you will be added to our own internal mailing list for our monthly music newsletter. This newsletter can easily be unsubscribed from, by following simple instructions included with each newsletter.

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Shockwave-Sound.Com's liability shall in NO event exceed the actual price paid for the license.

If you have any questions on how you may or may not use our music, please contact us.