

License Agreement

for use of "Footsteps SFX - Undergrowth / Leaves"

This License Agreement (this "Agreement" of this "License Agreement") is made and effective as of the date of purchase (the "Commencement Date") by and between TomWinandySFX (the "Licensor") and the buyer of this product (the "Licensee").

WHEREAS:

Licensee wishes to obtain a license to use "Footsteps SFX - Undergrowth / Leaves" (hereinafter, the "Asset"), and

Licensor is willing to grant to the Licensee a non-exclusive, non-transferable License to use the Asset for the specific purpose set forth in this Agreement,

NOW, THEREFORE, in consideration of the foregoing, and of the undertakings contained herein, the parties agree as follows:

1. Definitions

1.1. "Agreement" means this License Agreement.

1.2. "Asset" means the Asset provided by the Licensor.

1.3. "Intellectual Property Rights" means all rights in and to any copyright, trademark, trading name, design, patent and all other rights resulting from intellectual activity in the artistic field and any application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights, as further specified in clause 4.

1.4. "Party" means a person or business entity who has executed this Agreement.

1.5. "Term" means the term of this Agreement commencing on the Commencement Date.

2. License Grant

2.1. Licensor grants to the Licensee a non-exclusive, non-transferable License for the Term to use the Asset for the specific purpose specified in this Agreement, subject to the terms and conditions set out in this Agreement.

3. Licensee's Obligations

3.1. The Licensee cannot use the Asset, for purposes other than as specified in this Agreement.

3.2. The Licensee may permit its employees to use the Asset for the purposes described in Item 6, provided that the Licensee takes all necessary steps and imposes the necessary conditions to ensure that all employees using the Asset do not commercialise or disclose the contents of it to any third person, or use it other than in accordance with the terms of this Agreement.

3.3. The Licensee will not distribute, sell, License or sub-License, let, trade or expose for sale the Asset to a third party.

3.4. No copies of the Asset are to be made other than as expressly approved by Licensor.

3.5. No changes to the Asset or its content may be made by Licensee other than for the purpose of integrating the Asset into a project of the Licensee.

4. Intellectual Property Rights

4.1. All Intellectual Property Rights over and in respect of the Asset are owned by Licensor. The Licensee does not acquire any rights of ownership in the Asset.

5. Limitation of Liability

5.1. The Licensee acknowledges and agrees that the Licensor will not be liable for any loss or damage arising out of or resulting from Licensor's provision of the Asset under this Agreement, or any use of the Asset by the Licensee or its employees; and Licensee hereby releases Licensor to the fullest extent from any such liability, loss, damage or claim.

6. Disclaimers & Release

6.1. To the extent permitted by law, Licensor will in no way be liable to the Licensee or any third party for any loss or damage, however caused (including through negligence) which may be directly or indirectly suffered in connection with any use of the Asset.

6.2. The Asset is provided by the Licensor on an "as is" basis.

6.3. Licensor will not be held liable by the Licensee in any way, for any loss, damage or injury suffered by the Licensee or by any other person related to any use of the Asset or any part thereof.

6.4. Notwithstanding anything contained in this Agreement, in no event shall Licensor be liable for any claims, damages or loss which may arise from the modification, combination, operation or use of the Asset with Licensee computer programs.

6.5. Licensor does not warrant that the Asset will function in any environment.

6.6. The Licensee acknowledges that:

- a. The Asset has not been prepared to meet any specific requirements of any party, including any requirements of Licensee; and

b. it is therefore the responsibility of the Licensee to ensure that the Asset meets its own individual requirements.

6.7. To the extent permitted by law, no express or implied warranty, term, condition or undertaking is given or assumed by Licensor, including any implied warranty of merchantability or fitness for a particular purpose.

7. Severability

7.1. The Parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law.

8. Termination

8.1. This Agreement and the License granted herein commences upon the Commencement Date and is granted perpetually, unless the Licensee is in violation of any of the terms of the License Agreement, which will invoke immediate and complete termination thereof and withdrawal any and all usage rights of the Asset. These violations may include:

- a. the Licensee is in breach of any of the terms of this License Agreement;
- b. the Licensee fails or delays to exercise any obligation included in this License Agreement;

9. Entire Agreement

9.1. This Agreement contains the entire agreement between the Parties and supersedes any previous understanding, commitments or agreements, oral or written. Further, this Agreement may not be modified, changed, or otherwise altered in any respect.