

TEL: +49 (0)6131 5847895 FAX: +49 (0)6131 5848422 EMAIL: SERVICE@BOOMLIBRARY.COM WWW.BOOMLIBRARY.COM

KÄSTRICH 6 55116 MAINZ / GERMANY

19.03.2018

End User License Agreement BOOM LIBRARY for Single Users

IMPORTANT-READ CAREFULLY: This BOOM Library End-User License Agreement (or "EULA") is a legal agreement between you (either an individual or a single entity) and BOOM Library GbR. ("BOOM Library") for the BOOM Library Audio Content you have licensed which includes the following: (i) designed sound effects, (ii) source sound files and (iii) any printed, "online" or electronic documentation (altogether: "CONTENT"). By licensing, copying or otherwise using the CONTENT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not use the CONTENT. Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect the CONTENT. The rights granted herein are non-transferable and must be validated by proof of purchase. All rights not expressly granted to you hereunder are reserved by BOOM Library.

GRANT OF LICENSE:

In consideration of the license fee ("LICENSE FEE") you paid (and for our FREE download packs), BOOM Library grants a "MEDIA LICENSE" to you and your assigns (subject to the transfer limitations herein). The MEDIA LICENSE for this product is granted only to a **single user**. If you need to purchase a multiuser license, please refer to our multiuser license agreement (MULA) or contact us directly. The MEDIA LICENSE can be granted as a SUBSCRIPTION or as a BUY OUT.

All CONTENT provided hereunder is licensed, but not sold, to you by BOOM Library, for commercial and non-commercial use in any means and media now known or hereafter devised (e.g., music, sound-effect, audio/video post-production, performance, broadcast, multimedia, videogame or similar content-creation and productions, and any promotion or advertising related thereto) that are produced by you during the TERM of this AGREEMENT (altogether: "PRODUCTION"), worldwide. The TERM of this AGREEMENT is either perpetual (BUY OUT license) or limited in years as defined below through the TERM of the SUBSCRIPTION (SUBSCRIPTION license).

This AGREEMENT includes the worldwide, royalty-free, non-exclusive right to combine or sync the CONTENT into such PRODUCTIONS without (i) paying any additional license fees to BOOM Library or any third party other than the License Fee set forth herein; (ii) obtaining additional clearances or permissions; or (iii) providing source attribution to BOOM Library or any third party. The MEDIA LICENSE includes mechanical, synchronization, public performance and broadcast rights.

The MEDIA LICENSE grants the worldwide and limited right to you to use, re-record, duplicate, incorporate, modify, adapt, embed, and exploit all or a portion of the CONTENT without further payment to BOOM Library or any third party (royalty free) in your PRODUCTION for the TERM of this AGREEMENT. The CONTENT may be reproduced by you provided that the PRODUCTION contains an additional element: i.e. voice, music, image, etc. Examples of allowed uses are, without limitation, inclusion in radio programs, podcasts, mobile apps, television broadcasts, film soundtrack, music albums, PowerPoint presentations, websites, advertising, multi-media presentations, video games and other similar products.

For the avoidance of doubt: in case that the MEDIA LICENSE is granted within a SUBSCRIPTION, the MEDIA LICENSE remains in place for sustained use for all your PRODUCTIONS that are produced during the TERM of the SUBSCRIPTION. Any PRODUCTIONS which rightfully use the CONTENT may continue to use the CONTENT and any

files derived from CONTENT after expiration or termination of this AGREEMENT in perpetuity.

LICENSE PURCHASE:

We do offer two ways of purchasing a valid MEDIA LICENSE: as a SUBSCRIPTION or as a BUY OUT. Altogether payments for the purchase of the MEDIA LICENSE either as a BUY OUT or as a SUBSCRIPTION are defined as the "LICENSE FEE" in this agreement. Any rights to the CONTENT as stated in the MEDIA LICENSE are only transferred to you after the full LICENSE FEE has been paid by you and received by us. Without receipt of the payment of the LICENSE FEE, you do not own a valid MEDIA LICENSE.

BUY OUT:

Upon full payment of the LICENSE FEE the MEDIA LICENSE is granted to you in perpetuity.

SUBSCRIPTION:

The TERM of the SUBSCRIPTION shall commence upon receipt of the first yearly LICENSE FEE payment. The minimum TERM of a SUBSCRIPTION is 3 (three) years. The LICENSE FEE is to be paid as a yearly upfront payment. The SUBSCRIPTION TERM automatically extends for additional 12 months periods, if the SUBSCRIPTION is not cancelled in writing (email sufficient) at least 7 days prior to the next auto-renew date. For each additional 12 months period, the yearly upfront payment of the LICENSE FEE is due.

All rights to CONTENT are terminated at the date the TERM of the SUBSCRIPTION expires (except as defined as "Sustained Use" in the GRANT OF LICENSE). Upon expiration you shall delete all CONTENT from the hard drives and any other storage media, physical or otherwise or any other copies no matter how stored (other than in and in connection with any PRODUCTIONS).

LIMITATIONS:

This license expressly forbids any unauthorized inclusion of the CONTENT or new audio content derived from or based on the CONTENT or new audio content resulting from mixing the CONTENT with other audio content in whole or in part in any library (e.g. sample instrument, sound effects library, music library as single accessible stems, etc.) online or offline without our express written consent. In case you want to include our CONTENT in any such way, please contact us to obtain an AUDIO DEVELOPER LICENSE to our CONTENT.

If you create your own sound effect stems for musical purposes (e.g. trailer production music stems) using BOOM Library sounds, please make sure to not use BOOM Library sounds "in the clear", meaning unmixed with other elements. In order to achieve that, please make sure to:

- 1. Use multiple sound sources (not only BOOM Library), like some original element (e.g. a synth rise)
- 2. Use additional musical elements (can be non-tonal, percussive only), like cymbal sweeps, whooshes, etc.
- 3. Mix BOOM Library sounds with these other sound sources in the stem mix, so that no BOOM Library sounds is "naked" in that stem mix.

The MEDIA LICENSE also forbids any re-distribution method of the CONTENT, through any means, including but not limited to, re-selling, trading, sharing, resampling, mixing, processing, isolating, or embedding into software or hardware of any kind, for the purpose of re-recording or reproduction as part of any free or commercial library of musical and/or sound effect samples and/or articulations, or any form of musical sample or sound effect sample playback system or device.

REPRESENTATION:

BOOM Library owns and controls the rights represented herein with respect to the CONTENT that are subject to this Agreement. BOOM Library has and will hold throughout the Territory and during the Term the above listed rights to exploit the CONTENT as set forth herein. BOOM Library shall

indemnify and hold you harmless from any and all claims, liabilities and costs, losses, damages or expenses (excluding attorney's fees) arising out of any breach of these representations.

LIABILITY FOR DAMAGES

BOOM Library is not liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use any BOOM Library product, even if BOOM Library has been advised of the possibility of such damages.

BOOM Library will not be responsible if the CONTENT does not fit your purpose. The CONTENT is licensed 'as is' without warranties of any kind. Any similarity to any other CONTENT is purely unintentional. BOOM Library cannot be held responsible for any direct, indirect, or consequential loss arising from the use of any sound samples and software licensed from this site in whatever form, or consequential loss arising from a delayed or lost shipment.

BOOM Library does not accept returns unless you have a defective product. Defective products will be exchanged for the same product for a period of 90 days. No refunds will be given for downloaded CONTENT.

PAYMENT & SHIPPING PROCESS:

After payment (see: LICENSE FEE) has been received you will automatically get an email with download links to the products purchased. If you purchase a boxed product it will be sent to you within 14 days after payment. If you choose the credit card payment option, your card will be debited immediately after the order has been fully placed.

INTERNATIONAL CUSTOMERS AGREE TO BE RESPONSIBLE FOR ANY IMPORT DUTIES OR TAXES. THESE ARE NOT INCLUDED IN OUR SHIPPING CHARGES.

REFUNDS:

Downloaded libraries can't be returned, so we can't provide refunds. We may choose to do so at our own discretion, but please be aware that as soon as you've downloaded it, you can't return it.

VIOLATION:

This product uses two forms of non-destructive copy protection: user specific finger printing combined with an online detection system, monitoring over 400 TV channels and 75 million websites worldwide.

Users who try to get past the copy protection or otherwise violate the terms of this licensing agreement are subject to criminal and civil penalties and liable for monetary damages. Please respect our work and do not copy it. The more support we get from you, the more and the better products we will be able to release in the future.