



Pro Sound Effects

30-DAY LIBRARY TRIAL LICENSE AGREEMENT

This Library Trial License Agreement governs Your usage rights and payment terms for the License of the royalty-free sounds and/or sound effect libraries that Pro Sound Effects (PSE) grants you access and a 30-day limited usage license. Individuals and multi-user entities (companies, schools) may enter into this Agreement to use Licensed Audio Content. **All Licensed Audio Content comes with a commercial, royalty-free synchronization license for You, the end user, within the 30-Day Trial Period.**

Principal Terms:

- PSE is granting You 30 days of royalty-free, commercial usage of the PSE Library (the “Licensed Audio Content”), for use in Licensee Works, and your evaluation and contemplation of entering into a future licensing agreement with PSE.
- Your 30-day Trial License shall commence upon your agreement to your submission of the trial application form and agreeing to the clickwrap checkbox containing this Agreement, and continue for thirty (30) days (the “Trial Term” or “Term”).
- After 30 days, should You choose not to enter into a licensing agreement with PSE for continued use of your PSE Library, then You must delete the PSE Library and all related files from the Your hard drive(s) and any other storage media, physical or otherwise. Copies of the Licensed Audio Content and any related files, in whole or in part, may not be retained by You. In addition, any accounts or online access granted to you by PSE will be terminated.

BY USING THE 30-DAY LIBRARY TRIAL YOU ARE HEREBY AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE.

Questions or want to schedule a demo? Need more credits, Users, or time? Contact your Licensing Specialist or reach out to licensing@prosoundeffects.com.

IMPORTANT – READ CAREFULLY: THIS IS A BINDING AND ENFORCEABLE AGREEMENT (THE “AGREEMENT”) BETWEEN YOU AND MEDIASPORA LLC D/B/A PRO SOUND EFFECTS (“PSE” or “LICENSOR”). THIS AGREEMENT APPLIES TO YOUR USAGE OF PSE WEBSITE, SOFTWARE, LIBRARIES, AND SOUNDS, AND IS APPLICABLE TO ONLINE, DIGITAL AND ANALOG (PHYSICAL) DELIVERY OF LICENSED AUDIO CONTENT. BY USING THE 30-DAY TRIAL, YOU ENTER INTO THIS AGREEMENT WITH PSE AND CONFIRM(S) THAT YOU HAVE THE POWER AND AUTHORITY TO DO SO.

Copyright infringement is a serious offense. Copyright laws and international treaty provisions protect PSE. PSE protects its copyrights by all necessary means, including legal action.

The intent of this Agreement is to govern the terms and conditions under which You use Licensed Audio Content to enhance Your Works.

1. **Definitions**

- 1.1. “**Access**” means any method by which PSE allows You to access PSE Library, including, but not limited to, providing hard-drives, software or browser, online, cloud or shared-storage based access.
- 1.2. “**Audio Products**” means any product in any format or media now known or hereafter devised, embodying the Licensed Audio Content alone, including, without limitation, hard drives, compact discs (CDs), cassettes, phonograph records, and digital downloads.
- 1.3. “**Audio Research**” means extracting, processing, and/or analyzing the audio information contained within the Licensed Audio Content (e.g. descriptive text metadata, spectral/FFT, amplitude, and other physical properties of the recorded sounds), for use in audio research and may include the training of algorithms, neural networks, and/or AIs, for machine learning, machine hearing, speech recognition, or other related purposes.
- 1.4. “**Broadcast**” means to cause or permit others to cause the performance, telecast, broadcast, transmission, streaming, exhibition or distribution of the Work.
- 1.5. “**Copy**” means to duplicate or otherwise make (i) copies of the Licensed Audio Content to be stored in Your digital library, network configuration or similar arrangement or (ii) copies of the Work solely for the purpose of Broadcasting the Work.
- 1.6. “**Edit**” means use by You of less than an entire Master, including the editing, looping, enhancing or modifying of the Licensed Audio Content.
- 1.7. “**Effective Date**” has the meaning set forth in the Principal Terms above.
- 1.8. “**Licensed Audio Content**” means all licensed Digital Audio and other sound recordings in any format (the “**Masters**”), (ii) musical compositions, including but not limited to lyrics, sound elements and sound effects embodied on the Masters (the “**Compositions**”), and (iii) any printed, online or downloadable documentation, database information or other electronic documentation (the “**Documentation**”) licensed hereunder by PSE and selected

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- 1.9. **“You” or “Licensee”** means the person or entity contemplating purchasing a license hereunder and, if specifically identified during the purchase process or set forth in the invoice, also means the person or entity on whose behalf the license is purchased.
- 1.10. **“PSE Library”** means PSE’s library of Digital Audio, Masters, Compositions and Documentation.
- 1.11. **“Synchronize”** means to couple and/or synchronize, arrange, record, re-record, transcribe, modify or edit the Licensed Audio Content, solely in timed relation with the intended use(s) specified herein.
- 1.12. **“Synchronized Licensed Audio Content”** means Licensed Audio Content that has been coupled and/or synchronized, arranged, recorded, re-recorded, transcribed, modified or edited solely in timed relation with the intended use(s) specified herein.
- 1.13. **“User”** means any person employed or contracted by/with You who: (i) downloads, manipulates, edits, modifies or saves the digital file containing the Licensed Audio Content; (ii) is otherwise directly involved in the creative process utilizing the Licensed Audio Content; or (iii) incorporates the Licensed Audio Content within any derivative work. In the event that You breach any material term of this Agreement are are provided with notice by PSE, all Licensed Audio Content obtained under this agreement, including any incomplete product which in any way incorporates Licensed Audio Content, must be deleted from the former User’s hard drive(s) and any other storage media, physical or otherwise. Copies of Licensed Audio Content, in whole or in part, may not be retained by persons who no longer qualify as Users under this license.

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- 2.1. **General Terms.** Use of the Licensed Audio Content is strictly limited to the use, media, term of use, territory and any other restrictions specified in this Agreement. If Licensee wishes to use the Licensed Audio Content in a manner outside of this Agreement, Licensee must obtain a custom license from PSE. All rights which are not expressly licensed by PSE to Licensee pursuant to this Agreement, including all promotional materials or any other property owned or controlled by PSE, are specifically reserved by PSE. Except as expressly set forth in this Agreement, nothing contained herein shall be deemed to convey or transfer to Licensee any ownership interest of any kind, including, but not limited to, any copyright(s), in or to the Licensed Audio Content or any copy of the Licensed Audio Content.
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2.3. **Licensee Prohibitions:** (1) Licensee does not own the Licensed Audio Content and no ownership interest of any kind in the Licensed Audio Content has passed to Licensee via this License; (2) Licensee may only use the Licensed Audio Content in the Licensee Works and any use of the Licensed Audio Content outside of the Licensee Works is prohibited without a new, separate, custom license; (3) Licensee may not Copy the Licensed Audio Content and make them available to more than the number of licensed Users; (4) Licensee cannot Copy the Licensed Audio Content and attempt to re-sell them or sub-license them in standalone form outside of the Licensee Works; (5) Licensee cannot make the Licensed Audio Content available for download as a standalone file, or ever use the Licensed Audio Content in any way as standalone files or conduct any other use of the Licensed Audio Content separated from any Licensee Work; (6) Licensee may not instruct or otherwise assist third parties in attempt to separate Licensed Audio Content from any Licensee Work(s) or not transfer the Licensed Audio Content in standalone form to third parties and if Licensee becomes aware that any third party has downloaded, extracted, redistributed or otherwise accessed or obtained the Licensed Audio Content Licensee shall immediately notify PSE; (7) Licensee cannot use the Licensed Audio Content in any productions that are not the Licensee Works; (8) Licensee may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Licensed Audio Content and Licensee may not alter or delete any "watermark" or other ordinarily imperceptible identifier embedded within the Licensed Audio Content; (9) Licensee cannot use the Licensed Audio Content in any product that contains more than fifty percent (50%) Nature Audio; (10) Licensee may not manufacture, distribute or sell Audio Products; (11) Licensee may not use the Licensed Audio Content in any manner which infringes on any third parties' rights, is defamatory, is illegal and/or does not comply with applicable laws, codes and regulations; (12) Licensee may not falsely represent, expressly or impliedly, that Licensee is the original creator of work(s) substantially derived from the Licensed Audio Content; (13) Licensee may not use the Licensed Audio Content for the purpose of Audio Research.

2.4. **Licensee Access to Licensed Audio Content.** Following execution of this Agreement by both Parties, the Licensee will be provided use access to the PSE Library, which may include one or more of the following Access methods (or other Access methods as may be devised in the future) as determined by PSE in PSE's sole discretion: (a) delivery of the entire PSE Library on physical hard drive via shipping (b) digital delivery of the entire PSE Library via PSE's proprietary Download Manager software (c) browser-based access and/or (d) application-based access using PSE's proprietary SoundQ[®] software. Licensee

acknowledges that some of PSE's software is proprietary, some is from third parties, and some is open source. Licensee shall not disclose access codes or passwords used in accessing the Licensed Audio Content and will maintain such codes or passwords as highly confidential. Licensee acknowledges that Access methods may be modified, updated, and changed from time to time, as determined by PSE in PSE's sole discretion.

3. **Trial License Fee. For the avoidance of doubt, no payment is required to be paid by You to PSE in consideration for the Trial License and other rights granted to You.**

4. **Termination.** PSE may terminate this Agreement immediately upon notice if the Licensee breaches any material term or condition of the Agreement and, if capable of remedy, fails to remedy such breach within thirty (30) days after being given notice thereof by the PSE. If not capable of remedy, the termination will be immediate upon notice by PSE of termination. Either party may terminate this Agreement immediately upon notice if the other becomes insolvent or suffers any act of insolvency. Upon termination of this Agreement, including by the natural expiration of the Agreement Term, all Licensed Audio Content must be permanently deleted from all places Licensee stores electronic information, including, without limitation, all servers, computer hard drives, external hard drives, thumb drives, cloud storage (including, without limitation all third party hosted cloud storage), networks, all physical media such as disks, disk drives, CDs, and DVDs. Any physical equipment, products or materials of any kind provided to Licensee by PSE, including any connection cable or other peripherals, must be returned to PSE within thirty (30) days. Licensee is not permitted to retain any Licensed Audio Content or any copies of the Licensed Audio Content whatsoever after the termination or natural expiration of this Agreement.

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- 5.1. **PSE's Representations and Warranties:** PSE represents and warrants that: (1) PSE owns and/or controls all rights to the Licensed Audio Content sufficient to license the Licensed Audio Content as provided here; (2) the Licensed Audio Content will be free from defects in material and workmanship for thirty (30) days from the date of this Agreement (efforts have been made to correctly caption the subject matter of, and to provide other information including metadata related to the Licensed Audio Content but PSE expressly **does not** warrant the accuracy of such information) but in order to enforce this warranty Licensee should examine all Licensed Audio Content for possible defects (whether digital or otherwise) and (without prejudice to the limitations in Section 5 herein) and Licensee agrees and acknowledges that: (i) PSE shall not be liable for any loss or damage suffered by Licensee or any third party, whether directly or indirectly, arising from any alleged or actual defect in any Licensed Audio Content; (ii) Licensee may only return a defective product within thirty (30) days from delivery and PSE has no obligation to accept any returns for any other reason; and (iii) Licensee's sole and exclusive remedy for a breach of this representation and warranty is a refund or credit in the amount proportion to the Licensee Fee paid for any allegedly defective Licensed Audio Content which may be solely be used for a future license from PSE; and (3) PSE has all necessary rights and authority to

enter into and perform this Agreement. Other than the representations and warranties set forth in this Section 5.1, PSE makes no other representations and warranties to Licensee.

5.2. **Licensee's Representations and Warranties:** (1) Licensee warrants that it has all necessary rights and authority to enter into and perform this Agreement; (2) Licensee warrants it will not use the Licensed Audio Content in a manner that infringes on the rights of third parties (including copyrights and rights of privacy or publicity) or is defamatory or is illegal and/or does not comply with applicable laws, codes.

6. **LIMITATION OF LIABILITY.** EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, THE LICENSED AUDIO CONTENT IS PROVIDED "AS IS." PSE DOES NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED AUDIO CONTENT OR ITS USE, DISCOVERY AND/OR DELIVERY SYSTEMS (SUCH AS ANY AND ALL SOFTWARE APPLICATIONS, TOOLS OR OTHER MEANS OF ACCESS OR USE OF THE LICENSED AUDIO CONTENT, FOR WHICH PSE SHALL HAVE NO LIABILITY IN THE CASE SUCH SOFTWARE AND/OR APPLICATIONS OR TOOLS DO NOT FUNCTION PROPERLY AT ANY GIVEN TIME), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PSE SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF PSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR CERTAIN CATEGORIES OF DAMAGES. PSE SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR LOSSES ARISING OUT OF OR AS A RESULT OF MODIFICATIONS MADE TO THE LICENSED AUDIO CONTENT BY LICENSEE OR THE CONTEXT IN WHICH LICENSED AUDIO CONTENT IS USED IN A LICENSED WORK. IN NO EVENT WILL PSE'S CUMULATIVE LIABILITY WITH RESPECT TO ANY CLAIM MADE IN RELATION TO OR ARISING OUT OF THIS AGREEMENT ON ANY THEORY OR BASIS EXCEED THE LICENSE FEE PAID BY LICENSEE OR PURCHASER FOR THE LICENSED AUDIO CONTENT.

7. **Indemnification.**

7.1. **From PSE:** Licensee's sole and exclusive remedy for any actual breach by PSE of the representations and warranties set forth in Section 5 above is for PSE to defend, indemnify, and hold Licensee harmless from all damages, liabilities and expenses (including reasonable attorneys' fees) arising out of or as a result of claims by third parties ("**Claims**") relating to any actual breach by PSE of its representations and warranties set forth in Section 5 above. PSE shall have no obligation for any Claims that arise out of or are a result of: (i) Licensee's modification of the Licensed Audio Content; (ii) the context in which Licensed Audio Content is used in any Licensee Work(s); (iii) Licensee's failure to

comply with the terms of this Agreement; (iv) Licensee's continued use of Licensed Audio Content following notice from PSE, or upon Licensee's knowledge, that Licensed Audio Content is subject to a claim of infringement of another's right; or (v) Licensee's breach of any of its representations or warranties hereunder. The foregoing states PSE's entire indemnification obligation under this Agreement.

- 7.2. **From Licensee:** Licensee shall, indemnify and hold harmless PSE and its parent(s), subsidiaries and affiliates, and their respective members, officers, directors, contractors, insurers, legal counsel and employees from all damages, liabilities and expenses (including reasonable attorneys' fees) arising out of or as a result of claims by third parties relating to Licensee's use of any Licensed Audio Content outside the scope of this Agreement or Licensee's breach of the Agreement.
- 7.3. **Procedure:** At indemnifying party's option, indemnifying party may assume the handling, settlement or defense of any claim or litigation using the legal counsel of its choice, in which event indemnified party shall cooperate in the defense of any such claim or litigation as may reasonably be requested by indemnifying party. Indemnified party shall have the right to participate in such litigation, at its expense, through counsel selected by indemnified party, provided that such counsel shall not be "counsel of record" and indemnifying party shall not be liable for any costs or fees incurred by counsel selected by indemnified party. Indemnifying party will not be liable for legal fees and other costs incurred prior to the other party giving notice of the claim for which indemnity is sought.

8. Miscellaneous Terms.

- 8.1. **Audit.** Upon reasonable notice, Licensee shall provide to PSE samples of Copies of Licensee Works, which such samples may be specified or selected by PSE, containing Licensed Audio Content, including by providing PSE with free of charge access to any pay-walled or otherwise restricted access to website(s) or platform(s) where the Licensee Works are Copied or Broadcast. In addition, upon reasonable notice, PSE may, at its discretion, either through its own employees or through a third party, audit use of Licensed Audio Content in order to verify compliance with the terms of this Agreement. If any such audit reveals an underpayment by Licensee, Licensee shall promptly reimburse PSE for all amounts owed plus interest based on the average one month LIBOR rate for the period under audit on the amount due from the date payment was due and, in addition to such reimbursement, if an underpayment of five percent (5%) or more of the amount Licensee should have paid for the time period that is the subject of the audit is found, Licensee shall also reimburse PSE for the costs of conducting such audit. Where PSE reasonably believes that Licensed Audio Content is being used outside the scope of the license granted under this Agreement, Licensee shall, provide evidence that such Licensed Audio Content is being used in compliance with the terms hereof. Upon notice from PSE, or upon Licensee's knowledge that any Licensed Audio Content may be subject to a claim of another's right for which PSE may be liable, PSE may require Licensee to immediately and at its own expense (i) stop using the Licensed Audio Content; (ii) delete or remove the Licensed Audio Content from its premises, network, computer systems and/or storage (electronic and physical); and (iii) ensure that its clients do likewise. PSE shall provide Licensee with

comparable Licensed Audio Content (which comparability will be determined by PSE in its reasonable commercial judgment), free of charge, but subject to the other terms and conditions of this Agreement.

- 8.2. **Governing Law/Arbitration.** This Agreement will be governed in all respects by the substantive laws of the State of New York, U.S.A., without regard to its conflict of law provisions. All disputes, actions or proceedings arising in connection with, touching upon or relating to this Agreement, the breach thereof and/or the scope of the provisions of this Section shall be submitted to Judicial Arbitration Mediation Services (“JAMS”) for binding, confidential arbitration held remotely via videoconference or held in New York, NY, U.S.A (which choice of videoconference versus venue in New York, NY at PSE’s sole option), under its Comprehensive Arbitration Rules and Procedures if the matter in dispute is over \$250,000 or under its Streamlined Arbitration Rules and Procedures if the matter in dispute is \$250,000 or less before a single arbitrator who shall be a retired judge with at least ten (10) years’ experience adjudicating or arbitrating complex commercial disputes. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. The arbitration shall be a confidential proceeding, closed to the general public. The arbitration proceedings shall be conducted in English and all documentation shall be presented and filed in English. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator’s award is based. The arbitrator shall have the power to issue subpoenas, and to enter temporary restraining orders and preliminary and permanent injunctions in accordance with this Agreement. The decision of the arbitrator(s) shall be final and binding on the parties, and judgment may be entered on the arbitration award and enforced by any court of competent jurisdiction. The prevailing party shall be entitled to recover its reasonable legal costs relating to the aspect of its claim or defense on which it prevails, and any opposing costs awards shall be offset. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. Notwithstanding the foregoing, PSE shall have the right to commence and prosecute an action or proceeding before any court of competent jurisdiction to obtain injunctive or other equitable relief against Licensee in the event that, in the opinion of PSE, such action is necessary or desirable to prevent actual or threatened infringement of Licensed Audio Content.
- 8.3. **Further Assurances.** Each party will use its reasonable efforts to cause any third party to, execute and perform such further acts, deeds and documents as may from time to time be required to give full legal and practical effect to the Agreement.
- 8.4. **Severability.** If one or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected, and, if permitted, the court or arbitrator(s) shall apply any “blue pencil” rule that may be applicable, so as to enforce the lawful intent of the parties, as found by such court or arbitrator(s).
- 8.5. **Waiver.** No action of either party, other than express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of either party in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by either party of any such rights or remedies will not

preclude other or further exercise of that right or remedy. A waiver of a right or remedy on one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.

- 8.6. **Entire Agreement.** This Agreement is intended for end user clients of PSE and contains all the terms of the license agreement. No modification to this Agreement, or any terms or conditions may be added or deleted unless agreed to in a writing signed by both parties. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or invoice in connection with Licensed Audio Content governed by this Agreement, the terms of this Agreement shall govern.
- 8.7. **Assignment.** Licensee may not assign its rights or obligations under this Agreement without the prior written approval of PSE, which will not be unreasonably withheld and shall never be withheld in the case of an assignment to an entity or to a trust controlled by Licensee or for the sole benefit of Licensee or Licensee's immediate family, it being understood that any such assignee shall become subject to all terms, conditions and obligations of this Agreement by executing a joinder. PSE may assign its rights, obligations and duties under this Agreement, in whole or in part, to any entity controlling, controlled by, or under common control with PSE as part of a merger, reorganization or sale of assets by PSE.
- 8.8. **Binding Effect.** Except as otherwise provided herein to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, heirs, successors and permitted assigns.
- 8.9. **Third Party Beneficiaries.** Nothing contained in this Agreement is intended to benefit any third parties not specifically herein enumerated, and no person or entity is entitled to any benefits as a third party beneficiary hereunder on account of any obligation of the parties hereto; it being expressly understood that the benefits, duties and obligations of any of the parties hereunder are solely and exclusively the rights and obligations of said parties and are not intended to benefit any third parties unless expressly stated to the contrary herein.
- 8.10. **Survival.** The termination of this Agreement will not affect the accrued rights and obligations of the parties existing at the date of termination. Any matter arising under the Agreement either expressly or that by its nature is required to be performed or apply after the term of the Agreement shall survive the term of this agreement.
- 8.11. **Notices.** Parties shall provide all notices in writing via overnight delivery (e.g. Fedex), or via email to legal@prosoundeffects.com if to PSE, and to the contact as set forth in the Information Table above if to Licensee. Notice shall be deemed to have been given on the earlier to occur of (a) the date of the actual delivery; or (b) if by email on the day that such email is sent. Legal counsel for a party may provide notice on behalf of such party.
- 8.12. **Legal Representation.** Each party acknowledges and agrees that they have been represented by independent legal counsel or have had the unrestricted opportunity to be represented by independent counsel of their own choice for purposes of being advised in connection with the negotiation and execution of this Agreement and, therefore, waives the application of any law or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.
- 8.13. **Language Conventions; Captions.** Words of the singular number shall be held to include the plural (and vice versa), when the sense requires. Whenever the words "include,"

“includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” The captions are inserted only as a matter of convenience and for reference only and in no way define, limit, or affect the scope or intent of this.

8.14. **Counterparts.** This Agreement may be executed in any number of original or electronic counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

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