

## CONTRACT

BY PURCHASING ANY MUSIC TRACK FROM THE SITE WWW.CINEMUSIC.COM.BR represented by the owner Andersen Viana, Brazilian composer, OMB/CRMG 009122, resident at Rua Rio Doce 355/601 S.Lucas – Belo Horizonte city, Cep. 30240.220, emails: vianabr@cinemusic.com.br and vianabr2005@yahoo.com.br, Minas Gerais State, Brazil and ..... (business entity, company, individual, or any other legal entity etc, acting itself or through a legal representative), hereafter “**LICENSEE**”, Nationality (.....), Identity (.....), resident at..... City....., Telephone number(.....),Emails(.....), State ....., Country (.....), HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

**“LICENSEE” shall have a non-exclusive, worldwide, perpetual,non-transferable right to use "Music Tracks" from the site WWW.CINEMUSIC.COM.BR, as described below:**

### 1. SYNCHRONIZATION RIGHTS

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1.1 - **LICENSEE** may use "Music Tracks" from WWW.CINEMUSIC.COM.BR in connection with or in timed relation to a visual image or other multimedia content. **The “LICENSEE” shall retain the right to edit the “Music Tracks” freely, as many times as he or she wishes, for as long as he or she wishes, worldwide, BUT ONLY IN ONE AUDIO/VISUAL PROJECT PER CONTRACT**, including, but not limited to, productions created by means of film/video, television, radio, broadcast, podcast, commercials, trade shows/presentations, flash animations, Websites (as background audio), multimedia presentations, slide-shows, games, software applications, theatrical releases, advertising, telephone on-hold messages, in-store (shopping centers), audio books, productions for distribution/sale, and any other commercial, and non-commercial projects (hereinafter called **PROJECT**).

## 2. MECHANICAL RIGHTS, MASS PRODUCTION, and DISTRIBUTION

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2.2 - **LICENSEE** may produce and sell, distribute, offer for downloads, or donate up to 1,000 copies/units of any **PROJECT** containing "Music Tracks" from the site.

2.3 - Distribution of the **PROJECT** via Internet/Intranet (**Free** remote access, or streaming, i.e. You Tube videos, website background music, online games, etc.).

2.4 - The use of "Music Tracks" in "Paid Online Projects" or "Paid Streaming" (e.g., paid online games/courses/podcasts, etc.), for which customers pay to play/access/view and for which fees are collected and the number of sales of the **PROJECT** shall include up to 7,000 access.

2.5 - Commercially released Films and "theatrical releases general/mass public where a fee is collected".

**Any case that should surpass the limits described above (Clauses 2.2, 2.4, and 2.5) shall be considered within an "Adendum" to this CONTRACT or a new contract shall be drafted. In this case, the client must write a letter to [WWW.CINEMUSIC.COM.BR](http://WWW.CINEMUSIC.COM.BR) requesting further details.**

## 3. PUBLIC PERFORMANCE RIGHTS and BROADCASTING

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3.1 - **LICENSEE** may use "Music Tracks" in local and regional TV/radio broadcast projects, i.e. TV/radio commercials, promotional broadcasts, any audio/visual projects that are broadcast through any kind of TV/radio/cable networks (including, but not limited to, films, documentaries, video programs, TV shows, etc.).

3.2 - Use in local, regional, national and worldwide radio/TV public and/or private advertisements, shall require the drafting of a **new contract**.

3.3 - **LICENSEE** may use "Music Tracks" as background audio in restaurants, hotels, shopping centers, concert shows, etc., so long as the recognition regarding the name of the piece and the ownership of the music is duly given to the composer, Andersen Viana, when possible or required.

3.4 - Film and theatrical festivals are covered by the **CONTRACT**, and **LICENSEE** may use "Music Tracks" in films and theatrical releases that are participating in competitions and festivals.

However, the use in commercially released films and theatrical releases that are shown to the general/mass public and where MONEY is collected; requires filling in and submitting a cue sheet (reporting use of music) to a local Performing Rights Organization (hereafter "PRO") or providing a broadcaster with the proper cue-sheet. No additional fees are associated with submission of cue sheets for producers. Please note: cue-sheet submissions are required for "Music Tracks" registered with a PRO by a composer Andersen Viana (ASSIM-SP).

#### 4. INTERNET

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**LICENSEE** may use "Music Tracks" as background audio for his/her Web/Flash sites, Podcasts, Web games, Web applications, Web courses, Internet videos (You Tube, Vimeo, MetaCafe, Google Video, MySpace, etc.), as well as other applications that are either known or still to be developed. However, **LICENSEE** may not provide "Music Tracks" for download or streaming as the "sole content."

#### 5. ON-HOLD

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**LICENSEE** may install and use "Music Tracks" as On-Hold audio and play such a clip to his/her clients/customers/callers. However, **LICENSEE** may not install/incorporate "Music Tracks" into its commercially produced and released on-hold systems that are sold to other individuals or companies. Such usage is licensed separately by contacting WWW.CINEMUSIC.COM.BR. Please note: in some cases playing music through on-hold systems may require filling of cue sheets to appropriate agencies.

#### 6. AUDIO BOOKS / AUDIO COURSES / AUDIO TRAININGS

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**LICENSEE** may use "Music Tracks" for creating any type of audio books, audio courses, meditation/healing/aerobics/training, and similar tapes/CDs/DVDs, Flash drives, etc. However, "Music Tracks" may not be used as a stand-alone element/audio track in such projects. At least spoken words/voice must be added to/mixed with/overdubbed in "Music Tracks".

## 7. EDITING MUSIC TRACKS / DERIVED WORKS

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**LICENSEE** may freely edit or alter "Music Tracks" (crop, lengthen, shorten, fade, pitch, filter, loop, add sound effects, etc.) to fit the requirements of his/her **PROJECT**. If such a modification or alteration constitutes a derivative work (a work based upon "Music Tracks"), **LICENSEE shall not acquire any copyright ownership** or equivalent rights in or to any of the "Music Tracks", and **LICENSEE** shall use such derivative work only in accordance with this CONTRACT.

## 8. PROHIBITED USES

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**LICENSEE shall not** transfer the rights or sub-license and shall not sell, resell, present, lease, lend, distribute, copy (except for the backup copy), share, provide for downloads, and/or transfer "Music Tracks" to any other individual or other company. **LICENSEE** shall not use/include "Music Tracks" in different types of music compilations, such as music compilations, CDs/DVDs, Flash drives, Internet, ecc., where "Music Tracks" are stand-alone elements. **LICENSEE** shall also not use or redistribute "Music Tracks" as a part of Web site templates offered to multiple end-users, not use or redistribute "Music Tracks" as a part of telephone or mobile phone ring tones, nor incorporate "Music Tracks" into any hardware system. Such use can be licensed separately by contacting [WWW.CINEMUSIC.COM.BR](http://WWW.CINEMUSIC.COM.BR).

## 9. REFUND

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[WWW.CINEMUSIC.COM.BR](http://WWW.CINEMUSIC.COM.BR) is unable to accept cancellation of any orders for digital downloads, nor to offer any refund for such orders, once the download link has been sent to the **LICENSEE** as "Music Tracks" at **44.1 Hz 16 bits**. Each of the "Music Tracks" has a preview that is available for evaluation before purchasing (**MP3 44.1 Hz - 112 Kbps**) and that clearly demonstrates the content of each item, thereby providing the **LICENSEE** with a clear understanding of what he/she is purchasing.

## 10. COPYRIGHT

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10.1 - "Music Tracks" from [WWW.CINEMUSIC.COM.BR](http://WWW.CINEMUSIC.COM.BR) are copyrighted and protected under various laws – both nationally and internationally, through International Treaties, and under other applicable laws in all countries – and shall remain the sole and exclusive property of its respective copyright owner: Andersen Viana.

10.2 - Accordingly with the media used, "Licensee" agrees to mention on the "Project" the following:

***Music by www.cinemusic.com.br***

**11. INDEMNIFICATION**

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11.1 – In case of violation of the clause 10.2 by the "Licensee", the composer Andersen Viana, will receive a sum of 10 (ten) times the total paid by the "Licensee" in his (her) "Project".

**12. GUARANTEES**

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WWW.CINEMUSIC.COM.BR represents and guarantees that it has full authority to grant all the rights contemplated by the license terms and that it has obtained all necessary permissions from all the musicians and orchestras that have participated in WWW.CINEMUSIC.COM.BR list of "Music Tracks", to grant such rights to the **LICENSEE**.

**13. THE PROJECT**

Numbers and names of "Music Tracks":

- 1 .....
- 2 .....
- 3 .....
- 4 .....
- 5 .....
- 6 .....
- 7 .....
- 8 .....

which is the object of this CONTRACT, belongs ONLY to the .....  
.....(name of the project), which will be sent in one copy to the  
composer's address in an appropriated media (in the case of Film, Video and  
Multimedia Productions, in DVD/CD/Flash drives), when it has finished.

**14. CONTROVERSY**

In case of any legal controversy concerning the content of this CONTRACT, the  
court of Belo Horizonte, in the state of Minas Gerais, Brazil, shall be deemed the  
sole legal entity with jurisdiction to clarify and/or pass judgment on any such  
question.

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Cinematic: Andersen Viana – OMB/CRMG 009122

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Licensee:

Doc. ID:

\_\_\_\_\_

Witness:

Doc. ID:

\_\_\_\_\_

Witness:

Doc. ID:

\_\_\_\_\_ (month) \_\_\_\_\_ (day), 20 \_\_\_\_\_, Belo Horizonte, Minas Gerais, Brazil.