

End User License Agreement (updated August 2022)

This agreement outlines the licensed rights of **the individual or organization (THE LICENSEE)** that has purchased **the stock music pack (THE PACK)** from the copyright holder, **Robert “Bert” Cole. (THE LICENSOR)**. This agreement intends to provide clear information on how the pack can be used, restrictions on its use, and the basic license terms under which it is offered.

Rights Granted

The licensee is granted a NON-EXCLUSIVE, NON-TRANSFERABLE, WORLDWIDE SYNCHRONISATION LICENSE and MASTER USE LICENSE to use the music and the provided music recordings in the pack in synchronization with a game, film, or other media project including commercial projects MULTIPLE TIMES and IN PERPETUITY. This allows the licensee to:

- Use the music in synchronization with a game, film, podcast episode, or similar media project where music from the pack accompanies visual images (e.g. placing the music as background music in a game) or audio recording (e.g. placing the music as background music in a podcast episode).
- Edit the provided recordings to fit specific requirements, such as trimming or compressing, as well as create derivative works from the musical recordings in the pack for use under the same terms as the original recordings in the pack.
- Use music from the pack, multiple times, in multiple projects without further payment or fee to the licensee without expiration to the license which is applicable perpetually.

Restrictions

The licensee may not re-sell, re-license, share, make available for download, or otherwise distribute the pack or any of its contents as a standalone audio product, music service, sample or stock music, or as an accompanying soundtrack product to a project. The licensee may not assume permission to identify the licensor as a supporter or advocate of the project in which music from the pack is used without consent from the licensor. This agreement has been created to clarify the permitted use of the pack given its purpose as a video game stock music library. If a specific use of the pack is not clearly permitted in this agreement or is not reasonably suggested through its language and context then it should be assumed that such activity is not permitted without prior permission from the licensor which will not be unreasonably withheld. No use of the pack is permitted that violates local or international laws or otherwise constitutes illegal activity.

Copyright

Copyright of the musical compositions and recordings provided in the pack, and all associated rights, shall remain the ownership of the licensor, Robert “Bert” Cole. No part of this transaction constitutes a transfer of ownership or copyright of the pack and, as such, the licensee must not engage in any activity that would otherwise only be permitted by the copyright holder of the musical compositions or the musical recordings. Such restricted activities include, but are not limited to, registering music from the pack with royalty collection agencies, content ID systems, publishing as stock music, distributing or claiming ownership.

Soundtracks

This agreement does not cover use of the pack to create an accompanying soundtrack product (e.g. a game’s soundtrack album sold on Apple Music, Spotify, or Steam). Permission to use the music in an accompanying soundtrack product can be obtained with the licensor’s permission. It should not be assumed that such permission will be granted. Permission to use the pack or its content will be provided in the form of a publishing agreement, separate to this agreement, that will allow distribution of the pack and its contents.

Clarification & Acceptance of Terms

By purchasing and using the pack the licensee understands and accepts the terms of this license agreement and the established copyright and licensing terms to which it relates. If this agreement cannot provide adequate authority of the licenses granted, the licensor will, to all reasonable effort, assist the licensee in providing acceptable proof of this agreement.

Robert “Bert” Cole

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