End User License

BLASTWAVE FX, LLC END USER LICENSE AGREEMENT

TERMS AND CONDITIONS

Blastwave FX's royalty free products are sold to you with a **lifetime non-transferable license** for synchronization rights only. By accepting any Blastwave FX royalty free products, you acknowledge and agree to the stated terms, conditions, and limitations of use. In the event of a breach of this License Agreement, action may be taken against you directly by the owner of the copyright. Blastwave FX's products must be purchased directly from Blastwave FX or one of its authorized Distributors. Unauthorized resale of Blastwave FX's products is prohibited.

RIGHTS GRANTED

You have the right to synchronize the audio content from any Blastwave FX royalty free product with audio and/or visual productions or applications such as: film & video productions - training and marketing presentations - corporate videos - on hold messages - radio presentations or commercials - television presentations or commercials - musical recordings - live performances - Web pages - multimedia presentations - interactive programs - computer games - audio-visual or computer generated displays, programs or presentations which may incorporate streaming audio or podcasts (hereinafter referred to as "the Production"). You may create copies of the Production. If you sell, lease, give away or otherwise distribute copies of the Production, the rights and limitations to Blastwave FX's synchronized audio content as outlined in this End User License Agreement are in effect for the life of the Production and pass automatically to the End User of the Production. All rights not expressly granted herein are reserved.

LIMITATIONS

Copyright infringement is a serious offense. Blastwave FX protects its copyright by all necessary means, including legal action.

You are **not** authorized to:

Make copies of any of the unsynchronized recordings contained within our royalty free products, except as may be designated to a single stand alone workstation for the sole purpose of specific audio and / or visual synchronization at your own facility. You are only licensed to keep one copy of the audio content on one stand alone workstation at any given time.

Allow three (3) or more people in the same location and/or different locations to access the Blastwave FX products, whether the products have been copied to a computer server or hard drive, without prior multi-user licensing and consent from Blastwave FX.

Copy, duplicate, provide access to, sell, lease, loan or give away unsynchronized sounds from any Blastwave FX royalty free product by any means including the World Wide Web, streaming audio or any delivery method now known or which shall become known.

Transfer, re-record, copy or duplicate any Blastwave FX royalty free product, in whole or in part, for any purpose not authorized under this End User License Agreement without express written authorization from Blastwave FX.

Provide remote access to unsynchronized sounds from any Blastwave FX royalty free product to any location remote from your licensed address without a valid Remote Access License issued directly to you for this specific purpose by Blastwave FX.

Provide sounds from any Blastwave FX royalty free product in whole or in part as mobile telecom audio content such as ring tones, soundscapes, multimedia messaging services (MMS), voice messaging, audio enhancements, greeting mail services, or other content applications now known or which shall become known, without a valid license issued directly to you for this specific purpose by Blastwave FX.

Sell or otherwise dispose of computers, hard drives or discs or any other electronic storage media which contains Blastwave FX's proprietary sounds or music (Sounds) unless all the Sounds have been deleted. All Sounds maintained on any computers, hard drives, discs or any other electronic storage media must be deleted immediately upon any return of Blastwave FX's product to the vendor, or upon the transfer or sale of any Blastwave FX's proprietary materials to any other third party.

Change or alter in any way an original music composition owned or represented by Blastwave FX (for example adding instruments or lyrics) without the prior written consent of the owner.

PERFORMING RIGHTS

With respect to any music compositions that may be included in any Blastwave FX royalty free product, this License does not include Performing Rights. Performing Rights represent the entitlement of music composers and publishers to benefit from the public performance of their compositions. Performing Rights societies like ASCAP and BMI in the United States and SOCAN in Canada, as well as many more around the world, have been established to collect and fairly distribute Performing Rights fees to music composers and publishers. If you use any musical compositions contained within any

Blastwave FX royalty free product for either broadcast or non-broadcast productions that are eligible for documentation by Performing Rights associations, said music use should be reported to your local Performing Rights society and Blastwave FX. You agree to promptly furnish Blastwave FX with a complete and accurate music cue sheet for any production that is broadcast on television or distributed theatrically. Such cue sheet shall correctly identify the copyright owner, publisher, song title, and length of use for all Music licensed from Blastwave FX.

WARRANTY

Blastwave FX warrants that your use of Blastwave FX's royalty free products in accordance with this License does not infringe on any third party proprietary rights.

I TARTI TTY

Blastwave FX accepts no responsibility for any loss of business or business profits resulting directly or indirectly from the performance of any Blastwave FX royalty free product. Blastwave FX?s liability is limited and restricted solely to replacement at no charge of the Blastwave FX royalty free product in question.