

## **Terms and conditions for royalty free commercial license**

The provider (MAGIX Software GmbH, Quedlinburger Str. 1, 10589 Berlin, Germany) grants the customer a simple, nontransferable right to use the content within the scope of these conditions, provided that the customer pays the required fee for the content.

### **1. General**

The purpose of this agreement is to enable the customer to use the content for certain commercial purposes. However, it is not the purpose of this agreement to offer the customer the option to pass on, sell or further license the content as such to third parties, or to permit third parties to use the content, unless this is permitted for individual cases within the scope of this agreement.

### **2. Granting of rights**

The provider grants the customer a nonexclusive, nontransferable right unrestricted in terms of location or time to the private and noncommercial use of the content. Furthermore, the provider grants the customer a nonexclusive, nontransferable right unrestricted in terms of location or time for the following commercial uses:

a. Use in edited form or within the scope of combination with another work

(1) The customer receives the simple and nontransferable right to edit the content and/or to combine it with other works and to use, or allow the use of, the content as follows within the scope of combination with another work:

(a) The customer is permitted to reproduce and distribute the edited or combined content. The right of time- limited transfer of use is excluded (rental, lending).

(b) The customer is entitled to publicly display the edited or combined content or make it publicly visible using image or audio storage devices.

(c) The customer is entitled to make the edited or combined content publicly available.

(a) In addition, the customer is permitted to transmit or allow the transmission of the edited or combined content.

(2) Definitions:

(a) Editing of the content constitutes the personal intellectual creation of the customer. Non-essential redesigning is not editing within the terms of this contract and may only be used according to the provisions indicated in item 2. b.

(b) Combination with a work within the terms of this contract takes place if the content is combined with another copyright-protected work (e.g. audio or video), i.e. if the object with which the content is combined represents an independent work in terms of the relevant copyright law. Combination with everyday objects does not constitute

combination with a work within the terms of this contract The conditions outlined in item 3. (1) must be adhered to.

b. Use in unedited form or independent of combination with a work

The customer receives the simple and nontransferable right to make the edited or combined content publicly visible using image or audio storage devices.

Furthermore, the customer receives the simple and nontransferable right to make the content publicly available at an Internet address on a server, provided the customer ensures that the content cannot be permanently saved by any party who accesses it.

c. No additional rights

No additional rights are granted to the customer beyond the rights outlined above. In particular, the customer does not receive the right to ownership of the content, and the customer is not permitted to grant third parties rights to the content (sublicensing forbidden). An assignment of the customer's rights under this contract is not permitted.

### **3. Explicit limitations**

Regardless of the scope of the granting of rights and irrespective of any further restrictions arising from this contract, the following uses of the content and the following actions are not permitted:

(1) Sale or distribution of a reproduction of the content as such.

The content is constituted as such, if there is no editing or combination with a work in line with the above provisions. It is also not permitted to make the content available in such a manner that enables third parties to acquire the content as such in the form of an electronic file or copy. The customer shall take sufficient protective measures (e.g. copy protection) to prevent this.

(2) Violation of personal rights of any depicted person.

(3) Use of the content in an insulting, disparaging, or any other unlawful manner.

(4) Removal of any indications of copyright, trademarks, right of use on or in connection with the content. The customer is obliged to reproduce these markings with every use.

(5) Use of the content in the scope of or as part of a trademark, of a commercial appellation, of a name, or appellation of an establishment.

(6) Use the Sounds as source or training material for generative or other artificial intelligence programs or codebased programs.

(7) Use of content ID monetization as the use of loops of any kind is already prohibited by Youtube, Google and others

(8) In addition, "naked" or "isolated" samples, Loops, stems are not to be sold or distributed as individually licensable "stripes", "work parts" , „stems“ or "elements" and cannot be used to create tracks for library music

(9) This license expressly forbids usage of MAGIX products (in particular samples, loop, Stems) to create sounds OR other sample content for any kind of virtual instrument, sample library, sample based product, musical instrument, or competitive products that are sold or relicensed to multiple third parties. In these scenarios the licensee must arrange extension with MAGIX

(10) This license also forbids any unauthorised transfer, resale or any other form of re-distribution of this product, or its consistuent sounds or programming, through any means, including but not limitedto re-sampling, reverse engineering, de-compiling, remixing, processing, isolating, or embedding into software or hardware of any kind. You cannot electroically transfer the sound samples or place them in a time - sharing or service bureau operation or a computer/sampler network

Do not transmit electronically: The sound samples may not be transmitted via the Internet or other electronic means of communication.

Do not integrate into a time-sharing system: The sound samples may not be integrated into systems in which several users access a common computer system at the same time (time-sharing systems).

Do not integrate into a service office: The sound samples may not be used in service bureaus that provide software or computer resources to customers.

Do not bring into a computer/sampler network: The sound samples may not be brought into networks that connect and share multiple computers or samplers (devices for recording and playing back sound).

#### **4. Guarantee**

The customer guarantees to use the content only according to the provisions of this contract and indemnifies the provider from all third-party claims resulting from use which deviates from the provisions of this contract.

The provider hereby declares to the best of their knowledge and with good conscience that the content does not violate the rights of any third parties. This guarantee pertains only to the content and and not to any editing or combination with works.

## **5. Contractual period**

The duration of this contract is unlimited.

The provider reserves the right to terminate this contract through an extraordinary process for substantial reasons. Such substantial reasons exist in particular if the customer has violated the obligations or limitations of this contract. Cancellation shall be permitted after notification with declaration of a deadline.

## **6. Other**

Providing that nothing to the contrary has been agreed to, the general terms and conditions shall apply with regard to the relationship between the provider and the customer. The contract is subject to the law of the Federal Republic of Germany.