



darksideofsynth.com

MUSIC LICENCE AGREEMENT

This licence agreement (hereafter referred to as the "AGREEMENT") is made between [YOU, the User] (hereafter referred to as the "LICENSEE") and the copyright owner(s) [STEFANO PAPALEO a.k.a. DARK SIDE OF SYNTH] (hereafter referred to as the "LICENSOR"), in regards to the musical composition embodied in the audio file ["DSoS_Terror_Chime-Horror_Sundtrack.wav"] (hereafter referred to as the "Work") on the date of the signing of this agreement set forth below.

GUARANTEE

LICENSOR guarantees that he owns and controls the rights represented herein with respect to the recordings and the musical compositions in the Work and has and will hold throughout the TERRITORY and during the DURATION the above listed rights to exploit the Work as contemplated herein.

GENERAL TERMS

This Work is licenced under a Creative Commons Attribution 4.0 International (CC BY 4.0) Licence.

The LICENSEE is free to share, copy and redistribute the material in any medium or format. The LICENSEE is free to adapt, remix, transform, and build upon the material for any purpose, even commercially. The LICENSOR grants LICENSEE a non-exclusive perpetual licence to use the Work herein as long as the LICENSEE follow these licence terms.

RIGHTS NOT INCLUDED IN THIS AGREEMENT

The rights granted to the LICENSEE do not permit the LICENSEE to claim authorship of the music represented under this AGREEMENT.

The LICENSEE may not apply legal terms or technological measures that legally restrict others from doing anything the licence permits.

TERRITORY & DURATION

The territory of this Agreement is the entire universe. The licence is granted in perpetuity.

CREDITS

The LICENSEE is always required to credit the Work to the composer, publisher, or LICENSOR in the LICENSEE's productions (in liner notes, rolling credits, verbal acknowledgment, descriptions,

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database entries, etc.) both with the LICENSOR's artist name AND real name in whichever order the LINCENSEE prefers, i.e. Dark Side of Synth (Stefano Papaleo) or Stefano Papaleo (a.k.a. Dark Side of Synth).

The LICENSOR must provide a link to the licence, and indicate if changes were made. The LICENSOR may do so in any reasonable manner, but not in any way which suggests the LICENSOR endorses the LICENSOR or the LICENSOR's use.

The LICENSOR reserves the right to mention, include, and refer to any LICENSEE'S production making use of the Work to promote the LICENSOR's image and business, including but not limited to: posts on social media, CV and portfolio, website and other informational and promotional material. Such references DO NOT constitute a violation of any provisions of this Agreement.

TERMINATION AND VIOLATION

The LICENSOR reserves the right to investigate suspected violations of this Agreement to ascertain any breach of this Agreement by the LICENSEE. The LICENSOR will determine what action will be taken in response to a violation on a case-by-case basis, and at his sole discretion, including legal action.

Any breach to this Agreement by the LICENSEE will result in immediate termination of this Agreement.

NO WAIVER; SEVERABILITY

A waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any repetition of such breach or in any manner affect any other terms or conditions of this Agreement. In the event that any provision of this Agreement is held to be unenforceable, it will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that is the closest to the intention underlying the unenforceable provision.

RELATIONSHIP

This Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between the LICENSOR and the LICENSEE.

DATES

The term of the contract is effective on **THE DATE SIGNED BELOW.**

FEES

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This Licence is granted to the LICENSEE free of charge. The LICENSEE will not owe any future additional royalties or fees to the LICENSOR for future use of the Work within the terms of this AGREEMENT.

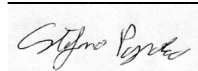
JURISDICTION

The formation, construction, performance and enforcement of this Agreement shall be in accordance with Italian laws and those of the European Union without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the Arbitration Board of the Chamber of Commerce of Trieste, Italy (Ufficio Arbitrato C.C.I.A.A. di Trieste), or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to the local courts located in Trieste, Italy. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. LICENSEE acknowledges that LICENSOR will have no adequate remedy at law in the event LICENSEE uses the Work in any way not permitted hereunder, and hereby agrees that LICENSOR shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

THIS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HEREIN.

Licensor

_____ [25TH OCTOBER 2021]

 [PALEO]

Licensee

_____ []

[YOU, THE USER]

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