

DC BREAKS Producer Pack Licence Agreement

1. Definitions

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"Derivative Works" means any musical composition or production created by the use, remixing, editing, reproduction, modification or adaptation of the Sounds produced by the Licensee;

"Licensee" means the person who purchases the DC BREAKS Producer Pack;

"Licensor" means DC BREAKS, the drum and bass production duo Chris Page and Dan Havers;

"Non-Commercial Purposes" means use of the Sounds that is (a) not undertaken for profit, commercial value or monetary compensation; (b) not intended to produce Derivative Works for commercial value; and (c) not undertaken, or funded, by a person engaged in the commercial use, application and exploitation of works similar to the Sounds. The exchange of any Derivative Works by means of digital file-sharing or otherwise shall not be considered to be undertaken for profit, commercial advantage or monetary compensation, provided there is no payment of any money in connection with the exchange;

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"Term" shall mean for the duration of the copyright in the Sounds.

"Territory" shall mean the world; and

"Usage" shall mean the use of the Sounds for Non-Commercial Purposes in accordance with the terms and conditions of this licence.

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2.2. Except as specifically provided for in this Licence, the Licensor all other rights in the Sounds are expressly reserved by the Licensor.

3. The Sounds

3.1. The Licensee may use the Sounds in accordance with the Usage to create Derivative Works.

3.2. The Licensor shall not be responsible if the Sounds do not fit the purpose of the Licensee.

3.3. The Sounds are licenced by the Licensor on an "as is" and "as available" basis and without any warranty of any kind, either express or implied. The Licensor shall not be liable for any direct, indirect or consequential loss arising out of or in connection with the use of the Sounds by the Licensee (including, but not limited to, any loss suffered by the Licensee in relation to any infringement or alleged infringement of any third party's intellectual property).

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4.1. The Sounds are protected by copyright. Any use of the Sounds by the Licensee or its sublicensees not expressly authorised hereunder shall constitute an infringement of the copyright in the Sounds.

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 - (c) in isolation or in combination with other audio files to create alternative sound, sample or preset packs.
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- 6.1. In the event the Licensee or the Licensee's assignees or sub-licensees is in breach of any of the terms of this Licence and, in the case of breaches that can be remedied, such breach is not remedied within 15 (fifteen) days of written notice to remedy from the Licensor, the Licence hereby granted shall forthwith terminate and the Licensor shall be entitled to retain all monies paid to it without prejudice to any other rights or remedies of the Licensor.
- 6.2. Upon the expiration of the Term or other termination of this Licence all rights herein granted shall immediately terminate and no further exploitation of the Sounds by the Licensee shall be permitted hereunder.
- 7. Assignment**
- The Licensee shall not transfer, assign or sub-license any of the rights granted hereunder to any third party. Licensor shall be entitled to assign this Licence to any person, firm or company.
- 8. Miscellaneous**
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- 8.2. A waiver by either party of any term or condition of this Licence in a particular instance shall not be deemed or construed to be a waiver for the future.
- 8.3. This Licence contains all of the terms agreed between the parties and replaces any and all previous agreements, whether written or oral, concerning the subject matter hereof. This Licence shall not be modified or varied except by a written instrument signed by the parties.
- 8.4. The parties to this Licence do not intend that any of its terms will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person not a party to it.