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ROYALTY FREE MUSIC LICENSE AGREEMENT

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"You" shall mean a single: (i) individual, (ii) legal entity (corporation, partnership, LLC, sole proprietorship, etc.), or (iii) agent acting on behalf of a single individual or entity.

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(II) Distribute more than five thousand (5,000) units of an item that incorporates the Content without written permission.

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subscription) or on the Internet or via wireless or digital transmissions without filling out Performing Rights Organizations (ASCAP, BMI, etc) cue sheets, and submitting them to the applicable Performing Rights Organization together with a copy to JUPITERIMAGES and FADER 5 MUSIC with a copy of the device in which the content is incorporated. Performance of the musical work embodied on the sound recording licensed hereunder in the exhibition of the product that incorporates the Content is subject to the condition that each television station over which the Composition is to be so performed shall have a performance license issued by JUPITERIMAGES and FADER 5 MUSIC.

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For requests to use the Content for any of the above prohibited uses please contact: info@royaltyfreemusic.com For questions regarding FADER 5 MUSIC tracks please contact licensing@fader5.com

F. SUBSCRIPTIONS:

If you are purchasing a subscription plan to RoyaltyFreeMusic.com or other subscription web site, the following also applies and is added to the Agreement as follows:

(I) You will hold all passwords for any subscription in the strictest of confidence. You may not share or disclose any password to any other user or third party other than as specifically provided for herein.

(II) This License Agreement, and your right to use the Content(s) shall immediately, and automatically, terminate upon the termination of the term of your subscription provided, however, that after expiration of your subscription term you may continue to use any Content(s) incorporated into a product or service during the subscription term in the same product or service in accordance with the terms of this Agreement.

If you breach any provision of this section, we shall be entitled to (i) terminate this Agreement immediately, (ii) retain all payments paid pursuant to this Agreement and, (iii) seek any legal or equitable remedies.

(III) The following is added to Section 1(E):

(XII) Stockpile, download, or otherwise store Content not used during the subscription term for products or services not active or in development at time of purchase.

(XIII) Download more than thirty (30) music tracks or three hundred (300) sound effects in a calendar month.

G. Additional Terms

(I) JUPITERIMAGES and FADER 5 MUSIC reserves the right to (i) not permit use of any Content for any reason whatsoever; and (ii) notify you that certain Content is no longer available for use. Upon such notification, the license to use such Content shall automatically and immediately terminate.

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2. PAYMENT TERMS

You agree to pay all Content license fees and no rights are granted under this Agreement until all payments are made in full. A service charge of two percent (2%) per month, or the amount allowed by law, will be charged on any unpaid balance. Any claims for adjustments must be made to JUPITERIMAGES and FADER 5 MUSIC within five (5) days of billing. You shall be liable for all past due amounts, interest and costs of collection, including attorneys' fees. Refunds are governed by the terms of the individual service used. Please see Section 11 below for terms applicable to refunds in the event of cancellation.

3. TERMINATION

A. This License Agreement is effective until it is terminated.

(I) This License Agreement will terminate automatically, without notice from JUPITERIMAGES or FADER 5 MUSIC, if you fail to comply with any provision of this License Agreement.

(II) You can terminate this Agreement by destroying the Content, along with any copies or archives, any CD-ROM or accompanying materials (if applicable), and ceasing all use of the Content for any purpose. Such termination shall not affect payment obligations.

B. JUPITERIMAGES and FADER 5 MUSIC may, in its sole discretion: (i) monitor, as frequently as JUPITERIMAGES and FADER 5 MUSIC determines, anything you download from our Web sites, (ii) limit downloads to a fixed amount of downloads per 24 hour period so as to ensure the best possible service to all subscribers to our Web sites, (iii) track any abuse of your username and password, (iv) suspend or terminate your account, without notice, if JUPITERIMAGES or FADER 5 MUSIC believes there is a violation of this Agreement and/or any abuse of your username and password.

C. Upon termination of this Agreement, you agree to (i) destroy all copies and archives of the Content, (ii) cease using the Content for any purpose, and (iii) confirm to JUPITERIMAGES and FADER 5 MUSIC in writing that you have complied with these requirements.

4. WARRANTY AND LIMITATION OF LIABILITY

A. JUPITERIMAGES and FADER 5 MUSIC represent and warrant that:

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(II) the Content or other Storage Media (if applicable) will be free from defects in materials and workmanship under normal use for a period of 30 days from the date of license; and

(III) the Content as provided hereunder, and used as permitted herein, will not infringe any intellectual property right of any third party.

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C. You represent, warrant and covenant that:

(I) You are at least eighteen years of age and have the full right and authority to enter into this License on behalf of you and/or your company, employer or principal;

(II) You do not reside in any country to which export of US products are prohibited or restricted and you may not ship, transfer or export any of the Content into any country or use any of the Content in any manner prohibited by any laws, restrictions or regulations;

(III) You will not use the Content in any way that is not permitted by this License;

(IV) Your use of the Content will not violate any applicable law or regulation of any country, state, or other governmental entity;

(V) The information that you provide to JUPITERIMAGES and FADER 5 MUSIC is accurate and true, including, without limitation, all credit card or other payment information and you shall update such information as necessary; and

(VI) You are solely responsible for determining whether your use of any Content requires the consent of any other party or the license of any additional rights. If you are unsure whether additional rights are needed for your use of the Content, you are responsible for consulting with competent legal counsel

(VII) If you are acting as an agent, you must obtain your client/principal's agreement to the terms of this License.

5. LIMITATION OF REMEDIES

A. Replacement or Refund:

JUPITERIMAGES' and FADER 5 MUSIC'S entire liability and your exclusive remedy, with respect to any claims arising out of this Agreement, except as set out in Section 6 below, shall be at JUPITERIMAGES' and FADER 5 MUSIC'S sole discretion, either: (i) replacement of Content; or (ii) refund of any fee paid for the specific Content. Any claims must be brought within twelve (12) months of the date that you discovered such claim, or reasonably should have discovered such claim, or shall be waived. See Section 11 for other refund terms that may apply.

6. INDEMNIFICATION

You agree to indemnify and hold FADER 5 MUSIC and JUPITERIMAGES, its affiliates, parents, subsidiaries, employees, directors, officers, successors, assigns, distributors and anyone else associated with JUPITERIMAGES or FADER 5 MUSIC, harmless from, and against, any and all claims, liabilities, costs, damages, or expenses, (including attorneys' fees) asserted against JUPITERIMAGES or FADER 5 MUSIC arising out of your use of the Content or in connection with any breach of any of the terms of this Agreement. Provided that the Content is used only in accordance with this Agreement and you are not otherwise in breach of this Agreement, JUPITERIMAGES and FADER 5 MUSIC shall defend, indemnify and hold you harmless from all damages (excluding punitive damages), liabilities and expenses (including reasonable attorney's fees and authorized costs), arising out of or in connection with any actual or threatened lawsuit, legal proceeding or claim alleging that JUPITERIMAGES or FADER 5 MUSIC is in breach of its warranties set out in Section 4(A) above. The foregoing states JUPITERIMAGES' and FADER 5 MUSIC entire indemnification obligation under this Agreement and your sole and exclusive remedy for any actual breach of JUPITERIMAGES' or FADER 5 MUSIC'S representations and warranties set forth herein. FADER 5 MUSIC and JUPITERIMAGES shall have no obligation under this Section 6 unless you promptly provide JUPITERIMAGES and FADER 5 MUSIC with written notice of such claim. At the indemnifying party's option, the indemnifying party may assume the handling, settlement or defense of any claim or litigation and the indemnified party shall reasonably cooperate in the defense thereof. The indemnified party shall have the right to participate in the litigation, at its own expense, through counsel selected by the indemnified party. The indemnifying party will not be liable for legal fees or other costs incurred prior to the indemnified party giving notice of the claim for which indemnity is sought.

7. GENERAL

A. Enforceability:

If any provision of this Agreement is held to be not enforceable, such provision shall be reformed only to the extent to make it enforceable, consistent with the parties' intent.

B. Taxes and other:

You agree to pay and be solely responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to you, or your use of the Content, pursuant to this Agreement.

C. Waiver. No action of FADER 5 MUSIC or JUPITERIMAGES, other than an express written, signed waiver may be construed as a waiver of any part of this Agreement, and no employee of JUPITERIMAGES is authorized to make an oral waiver. In the event that FADER 5 MUSIC or JUPITERIMAGES waives a specific part of the Agreement, it does not mean that JUPITERIMAGES or FADER 5 MUSIC waives any other part.

8. JURISDICTION

This Agreement, its validity and effect, shall be solely interpreted, and governed by, the laws of the State of Connecticut, United States. Any claims shall be brought solely in the Federal District Court of the District of Connecticut and you expressly consent to the exclusive jurisdiction of the federal courts of the State of

Connecticut, United States. You consent to the service of any required notice or process upon you by registered mail or overnight courier with proof of delivery.

9. LEGAL FEES

You agree to reimburse JUPITERIMAGES and FADER 5 MUSIC for its legal fees, costs and disbursements if JUPITERIMAGES or FADER 5 MUSIC is successful in enforcing any of its rights under this Agreement including, without limitation, in connection with any action to collect payment.

10. ASSIGNABILITY

You may not assign or transfer to anyone else the rights granted to you in this Agreement, without our prior written consent. JUPITERIMAGES or FADER 5 MUSIC may assign or transfer this Agreement freely.

11. ENTIRE CONTRACT

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU, FADER 5 MUSIC AND JUPITERIMAGES, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU, FADER 5 MUSIC AND JUPITERIMAGES RELATING TO THE SUBJECT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY PURCHASE ORDER TERMS (EVEN IF SUCH TERMS ARE SUBSEQUENT TO THE DATE OF THIS AGREEMENT). FAQ'S, OTHER EXPLANATIONS, AND TEXT IN FADER 5 MUSIC OR JUPITERIMAGES' WEB SITES ARE FOR YOUR INFORMATION ONLY AND ARE NOT, AND SHALL NOT BE CONSTRUED AS, PART OF THIS AGREEMENT UNLESS SPECIFIED OTHERWISE IN THIS AGREEMENT.

October 2007