



LICENSE AGREEMENT

In simple words

We welcome you to use our products for any project, big or small, commercial or personal. Our sound FX and music are at your disposal to help you bring your creative vision to life. However, it is forbidden to share our files with individuals who have not purchased them or to redistribute our sounds without our consent. This commercial license does not have an expiry date, you can use our sounds forever. Enjoy!

This License Agreement (the "Agreement") is made by and between **Ocular Sounds** (the "Licensor") and you (the "Licensee") regarding the use of any sound products, sound effects (FX), or demonstration audio purchased, downloaded, installed, or otherwise obtained from Ocular Sounds, whether directly from the Ocular Sounds website or through affiliated, partner, or distributor websites.

By downloading, installing, or using any Ocular Sounds products, the Licensee agrees to be legally bound by this Agreement. The Licensee also acknowledges that this Agreement is enforceable worldwide and applicable to users in all jurisdictions, subject to the governing law of the Netherlands.

1. DEFINITIONS

- **"Sounds"**: refers to any audio products, sound effects, sound packs, or demonstration audio that are purchased, downloaded, or obtained from the Licensor.
- **"Licensee"**: refers to any individual, entity, or organization that has purchased or otherwise obtained the Sounds.
- **"Licensor"**: refers to Ocular Sounds.
- **"Agreement"**: this License Agreement, governing the relationship between the Licensee and Licensor.
- **"User Tier"**: refers to the number of users permitted under the license, which can include Single User License, 2-User License, 3-User License, 4-User License, 5-10 User License, and 10+ User License.

2. COPYRIGHT, OWNERSHIP, AND INTELLECTUAL PROPERTY

2.1 Ownership of Sounds

The Sounds are protected by international copyright laws and other intellectual property laws, including the laws of the Netherlands and international treaties. The Sounds are licensed, not sold, and Ocular Sounds retains all rights, title, and interest in and to the Sounds. This includes all copyrights, trademarks, and other proprietary rights.

2.2 Reservation of Rights

Except as expressly licensed under this Agreement, the Licensee is not granted any ownership rights, claims, or interest in the Sounds. The Licensor reserves all rights not expressly granted in this Agreement.

2.3 Violation of Intellectual Property Rights

Any breach of this clause, including unauthorized reproduction, distribution, or modification of the Sounds, may result in immediate termination of the license and expose the Licensee to legal action for intellectual property infringement, including injunctions, penalties, and damages.

3. GRANT OF LICENSE

3.1 Scope of License

Upon receipt of full payment, the Licensor grants the Licensee a royalty-free, non-exclusive,

non-transferable, and perpetual license to use the Sounds under the terms and conditions specified in this Agreement. The license is valid for the life of the copyright and may be used worldwide.

3.2 User Tiers

The Licensee may purchase a license for a specified number of users, as follows:

- **Single User License:** License for one individual.
- **Multi-User Licenses:** Licenses for multiple users (e.g., 2 users, 3 users, 4 users, 5-10 users, 10+ users). Each user must be employed by the same organization or entity.

3.3 Permissible Uses

The Licensee may use the Sounds in any creative project, including music compositions, soundtracks, audiovisual media (e.g., film, television, advertisements), video games, multimedia presentations, or library music. The Licensee may also modify, edit, or combine the Sounds for such purposes.

3.4 Territorial Application

This license applies globally, and the Licensee is permitted to use the Sounds in any jurisdiction, provided that the use adheres to local laws and international copyright laws.

4. LICENSEE WARRANTIES AND OBLIGATIONS

4.1 Licensee Warranties

The Licensee represents and warrants that:

- They have the legal capacity to enter into this Agreement.
- They will use the Sounds strictly in accordance with the terms of this Agreement.
- They will not use the Sounds in any illegal, defamatory, or immoral way or in violation of any applicable laws or regulations.

4.2 Indemnification by Licensee

The Licensee agrees to indemnify, defend, and hold the Licensor harmless from and against any claims, damages, losses, liabilities, and all costs and expenses (including attorney's fees) that arise out of:

- Any breach of this Agreement.
- Any unlawful use or misuse of the Sounds.
- Any violation of intellectual property rights caused by the Licensee's use of the Sounds.

4.3 Duty to Report

The Licensee is obligated to report any unauthorized use of the Sounds to the Licensor and take reasonable steps to prevent further unauthorized use.

5. PROHIBITED USES AND RESTRICTIONS

5.1 No Ownership Claims

The Licensee may not claim ownership of the Sounds, and all intellectual property rights in the Sounds remain with the Licensor.

5.2 Permitted Use

The Licensee is granted a royalty-free, non-exclusive, and non-transferable license to use the Sounds in any commercial or non-commercial projects, including music production, sound design, and video editing. However, redistribution, relicensing, or sale of the Sounds to third parties, whether in their original form or modified, is strictly prohibited without express written consent from Ocular Sounds.

5.3 Prohibited Usage

The Licensee is expressly forbidden from:

- Redistributing, relicensing, or selling the Sounds in their original form or any derivative works to third parties without the express written consent of Ocular Sounds;
- Reselling, loaning, renting, leasing, assigning, uploading, or otherwise sharing or distributing the original versions or copies of the Sounds to another user;
- Using the Sounds in any manner that infringes the intellectual property rights of third parties.

5.4 Unlawful and Criminal Use

The Sounds may not be used in connection with, or to promote, any unlawful, terroristic, or criminal activities. This includes, but is not limited to, any use of the Sounds in furtherance of terrorism, incitement to violence, hate crimes, or any other conduct that violates applicable laws.

5.5 Non-Transferable License

The license granted under this Agreement is personal to the Licensee and non-transferable. The Licensee is forbidden from transferring, assigning, or sublicensing any part of this license or the Sounds to a third party.

6. PENALTIES FOR BREACH

6.1 Termination for Breach

Any breach of this Agreement by the Licensee will result in the immediate termination of the license. The Licensor may notify the Licensee of the termination, but no further notice is required for enforcement.

6.2 Penalties for Unauthorized Use

If the Licensee breaches any term of this Agreement or uses the Sounds beyond the scope of the license granted, the Licensee shall be subject to the following penalties:

- Payment of liquidated damages, which may include a fee of up to three times the standard licensing fee for unauthorized use.
- Reimbursement of any legal costs incurred by the Licensor in enforcing this Agreement.
- Immediate cessation of all use of the Sounds and destruction of all copies, including modified versions.

6.3 Injunctive Relief

In the event of a breach of this Agreement, the Licensor may seek injunctive relief in any court of competent jurisdiction to prevent further unauthorized use of the Sounds. The Licensee agrees that irreparable harm would occur if the Licensee's use continued in violation of this Agreement, and that monetary damages would be inadequate.

7. LICENSEE'S LIABILITY LIMITATIONS

7.1 Limitation of Liability

The Licensee acknowledges that the Licensor shall not be held liable for any direct, indirect, incidental, or consequential damages arising from the Licensee's use of the Sounds, including loss of profit, data, or any other economic or non-economic loss.

7.2 Maximum Liability

The maximum liability of the Licensor under this Agreement shall not exceed the total fees paid by the Licensee for the Sounds.

8. WARRANTIES AND DISCLAIMERS FROM LICENSOR

8.1 Licensor Warranty Disclaimer

The Sounds are provided on an "as-is" basis, without warranties of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

8.2 No Guarantee of Compatibility

The Licensor does not warrant that the Sounds will function in conjunction with any specific hardware, software, or platform and disclaims any responsibility for technical or functional issues that may arise from incompatibilities.

9. DISPUTE RESOLUTION AND JURISDICTION

9.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands, without regard to conflict of law principles. All disputes relating to the validity, interpretation, performance, or termination of this Agreement shall be resolved in accordance with Dutch law.

9.2 Exclusive Jurisdiction

The courts of the Netherlands shall have exclusive jurisdiction over any dispute arising under or related to this Agreement. Notwithstanding the foregoing, for the purpose of enforcing any judgment, award, or injunctive relief, the Licensee consents to the jurisdiction of the courts in their place of residence or principal place of business. In such enforcement proceedings, local laws may apply as required to give effect to the judgment or award.

9.3 Alternative Dispute Resolution

The Parties agree to attempt in good faith to resolve any disputes through mediation or arbitration before initiating formal legal proceedings. The Licensor reserves the right to seek immediate injunctive relief without engaging in dispute resolution processes if there is a risk of ongoing harm.

9.4 Injunctive Relief and Local Enforcement

Notwithstanding the exclusive jurisdiction of the courts of the Netherlands, the Licensor reserves the right to seek injunctive or equitable relief in any jurisdiction, including the courts of the Licensee's place of residence or principal place of business, where such enforcement of the Agreement may be necessary. The Licensee expressly consents to such jurisdiction and agrees that local law may apply as required to enforce any injunctive or equitable remedies.

10. SEVERABILITY

If any part of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The invalid or unenforceable provision will be replaced by a valid provision that comes closest to the intent of the original provision.

11. FORCE MAJEURE

Neither party shall be held responsible for any delay or failure in performance under this Agreement due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, pandemics, and governmental orders or restrictions.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Licensor and Licensee regarding the Sounds and supersedes all prior discussions, communications, or agreements, whether written or oral, concerning the subject matter herein. No modification or waiver of this Agreement shall be effective unless made in writing and signed by both parties.

13. PENALTY CLAUSES

13.1 Financial Penalties

In addition to the termination of the license, any unauthorized use of the Sounds will result in a financial penalty payable to the Licensor. The default penalty shall be the higher of: (a) five times the purchase price of the Sounds or (b) €10,000 per violation.

13.2 Legal Fees

The Licensee shall be responsible for all legal fees, court costs, and other expenses incurred by the Licensor in enforcing this Agreement or seeking remedies for the Licensee's breach of any terms.