



Customer Licensing Agreement: photogsmusic.com

This license agreement ("**Agreement**") is made between photogsmusic.com and [Customer Name], (the "**Purchaser**"), collectively (the "**Parties**").

General Terms of Use:

This Agreement grants permission to [Customer Name] (the "Purchaser") for the period of one year from the date of this agreement, according to the following terms:

"[Song Name]" by [Artist Name], may be synchronized, reproduced, and distributed (only) in the following ways:

Professional Photographers:

- A slide show presentation on your website.
- Personal media (such as DVD or CD-ROM) that you distribute to your customers for their personal home use (not to be duplicated and not to exceed more than 10 copies per client project)
- Personal media for the purposes of demonstrating or promoting your service

Professional Videographers:

- You may use this song on the wedding videos you produce for your clients, not to exceed 10 copies per client project, and only to be distributed on personal media (not a web site).
- Your web site may include not more than two demonstration (sample) videos which feature this song, for the purpose of promoting your own business.

General Terms:

You must provide the following copyright notice and website link on your website in the following form:

"[Song Name]" written and performed by [Artist Name].

[Website Address] Used by permission, unauthorized duplication prohibited

Right to Cancel Agreement:

photogsmusic.com has the right to cancel this agreement for any reason, with a written notice and a full refund of the licensing fee. Upon receiving a cancellation notice and a full refund, you must discontinue these licensed privileges within 30 days of receiving that notice.

Limitation of Liability:

photogsmusic makes no warranty or representation, express or implied, except that it warrants that it has the right to grant the license granted hereunder. The total liability of photogsmusic.com under this Agreement shall be limited to that part of the fee paid hereunder by you, the Purchaser, to photogsmusic.com for the license. You hereby agree that this license is granted to you without any other warranty or recourse.

Indemnification:

You, the Purchaser, agree to hold harmless, indemnify and defend photogsmusic.com, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have copied any materials (other than materials provided by photogsmusic.com) in connection with your production or media in violation of another party's rights or in violation of any law. If you are importing or exporting media (i.e. CD, tape, etc.) from the United States, you shall indemnify and hold photogsmusic.com harmless from and against any import and export duties or other claims arising from such importation.

[Customer Name], by on-line purchase of this license, agrees to all terms and conditions of the License Agreement for the above photogsmusic.com Music Tracks.

The date of purchase, and beginning of the one year term of licensing is: [Date]

The end of the one year term of licensing is: [Date]