

effectarama –Single User End User Licence Agreement

- 1). This document details the Terms and Conditions applicable to the usage of the sound effects library marketed as 'effectarama', which is a copyrighted material owned by Pattersonics Pty Ltd, a company registered in Australia and entitled to sue in its own right.
- 2). Your usage of effectarama is subject to and governed by the provisions of an End User Licence Agreement ("EULA"). Your EULA will be tied to your specific contact details or Licensed seat location(s). Any usage of effectarama by you for any purpose constitutes an implied acceptance of the Terms and Conditions of this EULA as may be in force at the time of usage. Any variations subsequently made to the EULA by Pattersonics Pty Ltd are agreed to be retrospective in nature.

These are the conditions applicable to your Licensed usage of effectarama:

- 3). This is a legal document which constitutes a Single User End User Licence Agreement between you (as either an individual or a single-user entity named in this document) and Pattersonics P/L.
- 4). This EULA assigns to you non-exclusive Single User rights associated with your production usage of the copyrighted material embodied in and associated with the sound effects library hereafter referred to as "effectarama".
- 5). The specific copyrighted material within effectarama which you are permitted to access under the terms of this agreement is:
 - a) Sound Effects and Sound Components;
 - b) The Sound Recordings which carry and constitute the sound effects and sound components; and
 - c) Documentation supplied to you with effectarama at the time of your purchase of effectarama including Sound Effects Catalogues and Licence Agreements.
- 6). This EULA does not assign any rights to usage of other copyrighted material associated with or related to effectarama, including but not limited to website material, logos and icons.
- 7). This is a Single User Licence, meaning that the rights assigned by this EULA are assigned solely to you. Only you are permitted to use the copyrighted material. Your licence is not transferrable. This Single User Individual Licence permits and assigns to you the synchronisation rights to use the copyrighted recordings within effectarama as constituent elements of audiovisual productions being worked on by you.
- 8). Definitions
 - a) Definition of Production

For the purposes of this agreement the term "productions" means finished soundtracks used within film, television, theatre, radio and educational presentations, computer applications and games, websites, entertainment machinery such as poker and pinball machines, as well as finished content for mobile access, multimedia presentations, public sound scapes, training or other corporate applications. If you are uncertain whether your intended application of the sounds falls within this definition please contact us at info@effectarama.com.

b) Definition of Single User

For the purposes of this agreement, a Single User (you) means either:

- i) an independent or freelance individual working within one or more facilities, where that individual is the only person accessing the copyright material within those facilities, or;
- ii) a permanent non-networked seat or platform within a production facility or organisation which will be accessed by one specific individual single person only. In these cases “you” will also refer to the company, institution or government agency whose use of effectarama is covered by this Licence. The conditions of this Licence apply to any employee or contractor authorised by you as Licensee to access the copyright material at your single Licensed seat, and you are responsible for ensuring that any such authorised users abide by the conditions of this Licence at all times whilst using effectarama, as well as being responsible for the actions of your authorised employee or contractor during their use of effectarama.

9). You are only permitted to install and use the copyright material for production purposes in a single non-networked location at any one time. You are permitted to keep a second backup copy provided that copy is not accessible to anybody else. This EULA does not permit you to supply access to the copyrighted material to third parties except:

- a) as constituent elements of tracks or pre-mixes created at your facilities or work places where that access is solely and exclusively to facilitate further production work by you on those tracks or premixes at a third party facility, or;
- b) as constituent elements of a completed and final production worked on by you.

Further details of the conditions applicable to the Right To Transfer are given below at point 17 under “Usage Permitted By The Conditions Of This Licence”.

10). You will require a Multi User Licence if more than one person will be accessing your copy of effectarama, if you plan to install effectarama in a networked environment accessible to more than one user, or if you wish to install or use effectarama in more than one location simultaneously. Multi User Licences are tailored to the specific number of users or seats required. Multi User Licences are an extension of Single User Licences and assign the same synchronisation rights and permit the same conditions of usage as do Single User Licences, with the exception that those rights are granted to more than one specified user within your organisation, institution or facility. Your Single User Licence can be upgraded by you to a Multi User Licence by contacting info@effectarama.com. Application of its own to do so does not constitute an upgrade to a Multi User Licence.

11). All and any usage of the Copyright Material within effectarama is dictated by the conditions of this Licence. All conditions and rights assigned to you with respect to your usage of effectarama are defined and outlined by this EULA. The rights assigned by this Licence are non-transferrable and do not allow you to sub-licence the Copyright material in any way.

Your purchase and use of effectarama indicates:

- i) your acknowledgement and acceptance of the Licence Conditions, and;
- ii) your agreement to be bound by the conditions of the Licence Agreement at all times.

12). JURISDICTION

This legal agreement is governed by the laws of the Commonwealth of Australia and you agree that any action resulting from or relating to this Licence Agreement will be held and heard within the jurisdiction of the courts of NSW, Australia under the laws applicable in that jurisdiction.

13). OWNERSHIP OF COPYRIGHTED MATERIAL

This Licence permits the usage of the copyrighted material according to the conditions defined within this Licence. This is a Licence, and not a sale agreement. The copyrighted material within effectarama is not sold to you, but is licensed to you. You understand and agree that your purchase and use of the copyrighted material within effectarama in no way bestows ownership of the sounds or other copyrighted material within effectarama to you or your nominated work facility. You understand and acknowledge that ownership of all copyrights in the material remains with the copyright holder, Pattersonics P/L.

14). FEES

Your legal purchase of effectarama from Pattersonics P/L or one of its registered Sales Agents includes and covers full payment by you of all fees associated with this License in perpetuity. No on-going royalty payments are applicable to your legal use of effectarama.

15). TRANSFERABILITY OF RIGHTS

The rights assigned by this Licence to you are non-transferrable by you to anybody else or any other party. Any rights not directly assigned by this Licence remain with Pattersonics P/L. As Licence holder you agree to undertake all reasonable provisions to abide by the conditions of this Licence in your usage of effectarama and to protect the rights of Pattersonics Pty Ltd as the beneficial owner of the product.

16). COPYRIGHT

i) The sounds within effectarama are copyright and are protected by Australian and International copyright laws. Breaches of these copyright laws in the course of your usage of Effectarama can expose you to prosecution. The owner of the copyright of the sounds in Effectarama is Pattersonics P/L, a company registered in New South Wales, Australia.

ii) Pattersonics warrants that it is the copyright owner of the material within the sound collection and that as such you as purchaser and Licence holder are exempt from possible copyright action from any third party claiming ownership of copyright in the material.

iii) The contents of all other electronic or other ancillary material associated with effectarama including Catalogues, Icons, Logos, How-To-Use Manuals, Metadata, Websites and Licensing Agreements are also copyright and protected by Australian and International copyright laws.

17). USAGE PERMITTED BY THE CONDITIONS OF THIS LICENCE

i) This Licence permits you to access the sounds within effectarama for synchronous production usage on and within audiovisual productions being directly worked on by you, and also assigns to you synchronisation rights for the sounds in work on audiovisual productions being undertaken by you.

ii) This Licence assigns to you the right to access the copyrighted material within the documentation supplied with effectarama including Catalogues, Manuals and Licensing Agreements. The rights assigned to you to access this documentation are granted solely to facilitate the normal usage of the sounds within productions being directly worked on by you.

iii) This Licence permits the copying by you of the copyrighted material within effectarama to a non-networked hard drive or other similar storage medium for the sole and exclusive purpose of facilitating the normal use of the copyrighted material by you within your work. This Licence also allows you to create a second copy for your own backup purposes provided that copy is not accessible to anybody else.

iv) In circumstances where you are applying this Licence to a permanent non-networked seat or platform within a production facility or organisation that seat is only Licensed for access by one specific individual single person within that facility or organisation and that seat is only Licensed to access the material for synchronous production purposes.

v) In circumstances where you are applying this License to your work as a single practitioner working within a range of facilities, you are the only individual permitted to access the copyrighted material within your copy of effectarama, and you are only licensed to access the material for synchronous production purposes.

vi) This Licence permits the transferring by you of synchronised elements from effectarama used by you within your production work to other third party facilities directly involved with your production(s) such as mixing theatres, editing suites and viewing rooms when that copying is solely and exclusively to facilitate further production work such as mixing or previewing by you on your production(s). As the nominated Licence holder you undertake to do your utmost to ensure that the copyrighted material within effectarama is removed from any other production facilities where you undertake production work on your tracks or pre-mixes as soon as is practicable upon completion of your work at that facility and in so doing remove the risk of other third parties accessing the copyrighted material in effectarama for any unlicensed and illegal purpose or use. As Licence holder you are directly responsible for ensuring that other third party facilities involved with your production do not access the copyrighted material for any unlicensed and illegal purpose. This Right to Transfer only applies to the specific components of the copyrighted material used by you within your production. It does not permit you to supply access to other components of the copyrighted material which you have not used within your production to third parties, and does not permit you to supply access to the copyrighted material to third parties or other facilities for their own production use.

vii) This Licence permits the ongoing and continuous use of the sound(s) as constituent elements of a final production for the life of that production, and assigns the synchronisation rights associated with that final production use to those constituent elements provided that usage of the sound(s) within the production has been made legally and in abidance with the conditions of this Licence.

18). USAGE NOT PERMITTED BY THE CONDITIONS OF THIS LICENCE

i) This Licence strictly prohibits you from facilitating access to or supporting access to the copyrighted material within effectarama to third parties except where such access is solely to facilitate further production work by you as permitted under the specific terms of this Licence described above.

ii) This prohibition to facilitate or support illegal third party access to the copyrighted material applies to the copyrighted material in its current format, or any altered, edited or manipulated format, by any means of access including but not limited to:

- the sale, free supply or dissemination of the copyrighted material through the world wide web (or any other current or future file transfer technologies) except as component elements in completed and finished productions directly worked on by you in accordance with the terms of this Licence;
- the sale or free supply of the copyrighted material as elements in sound effect, music or sample collections;
- the sale or free supply of the copyrighted material as samples or patches within a sampler or synthesiser;
- the sale or free supply of the copyrighted material as telecommunications media such as ring tones;
- the sale or free supply of the copyrighted material as embedded media within computer (or other electronic) hardware and software (including but not limited to toys and greeting cards) except as:
(a) constituent non-stand alone synchronised elements of finished productions supplied with and embodied within the electronic hardware such as games, instructional or promotional presentations or other multimedia, but only where it is not possible for a third party to extract or copy the copyrighted material from that media and thus facilitate unlicensed usage, or;(b) as constituent non-stand alone synchronised elements of finished productions created for entertainment or educational purposes supplied in a portable

or transferable form such as DVD or CD and designed for replay on computer or electronic hardware, but only where it is not possible for a third party to extract or copy the copyrighted material from that media and thus facilitate unlicensed usage;

- the sale or free supply of the copyrighted material as media within computer (or other electronic) hardware and software (including but not limited to toys and greeting cards) where it is possible for a third party to extract or copy the copyrighted material from that media and thus facilitate unlicensed usage;
- the usage of the copyrighted material as media within websites, mobile applications or other electronic platforms where it is possible for a third party to extract or copy the copyrighted material from that media and thus facilitate unlicensed usage;
- the sale or free supply of the copyrighted material on any other media in any format where it is possible for a third party to extract or copy the copyright material from that media and thus facilitate unlicensed usage;
- dissemination by permitting third parties to copy the copyrighted material for any purpose not directly related to facilitating further production work by you on productions you are directly involved with and working on in accordance with the conditions of this Licence. It is your responsibility to ensure that third parties copying the material for your production usage respect the conditions of this Licence and do not access the material (or allow anybody else to access the material) for unlicensed usage.
- Facilitating access to the material by any person in an asynchronous or stand-alone format.

iii) This Licence does not permit you to supply access (beyond your specified and Licenced seats) to copyrighted material from effectarama to production facilities where you engage in work (or any other third parties) except:

a) as constituent synchronised elements of tracks or pre-mixes created by you and where that access is solely to facilitate further work by you on your tracks or premixes for the specific production which you have used the licensed sounds within, and;

b) as constituent elements of a final soundtrack production where the use of those elements has been made in accordance with the conditions of this Licence and where it is not possible for third parties to extract or copy the copyrighted material from that final production sound track.

iv) This Licence only permits the use of the copyrighted material in a synchronous manner. Use of the copyrighted material in a stand-alone or asynchronous format is prohibited. Please contact info@effectarama.com to discuss a possible Licence variation if you are intending to use the copyrighted material in any form of asynchronous or stand alone format.

v) The synchronisation rights assigned under the Conditions of this Licence do not permit you to sell, lease or sub-licence the sounds (either singly or in groups) or other copyrighted material to third parties in any format. You are only permitted to distribute the copyrighted material as constituent elements of final productions worked on by you. You acknowledge that the rights to assign synchronisation rights to the copyrighted material within effectarama reside solely with Pattersonics P/L, and as such you have no rights to benefit (financially or otherwise) as a result of the allocation of synchronisation rights to any of the material within effectarama to a client or other third party. The synchronisation rights assigned by this Licence do not permit you to separately or specifically charge clients for the use of material from effectarama within their productions as this is considered a form of on-selling.

19). METADATA

Metadata within sound files, catalogues or other copyrighted material associated with effectarama which identifies effectarama as the source of that copyrighted material is considered an integral part of that copyrighted material. As such it is not permitted to remove, reconfigure or re-assemble that metadata in such a way that the metadata no longer identifies effectarama or Pattersonics P/L as the source and copyright holder of the copyright material. You are also not permitted to remove or alter any serial numbers or other specific identifications within the sound files or other associated copyrighted material in effectarama. This condition does not preclude the addition by you of

metadata within sound files as working comments or personal database aids during the normal course of your licensed use of effectarama.

20). THUMB DRIVE OWNERSHIP

i) Ownership of the thumb drive on which effectarama is shipped passes to you upon delivery of effectarama to you. Pattersonics P/L warrants that the thumb drive on which effectarama is shipped is free of any viruses, malware, pop-ups, internet links or advertising. The thumb drive is warranted by the manufacturer to be free from physical defects for a period of ten years under normal usage and storage conditions.

ii) In the unlikely event that the thumb drive which carries your copy of effectarama should prove technically faulty under normal conditions of use, you will receive a replacement drive upon return by you of the faulty drive to effectarama. This replacement guarantee does not apply under circumstances where the drive is technically faulty as a result of damage caused by you or your system hardware or software, including situations where the damage is caused by attempts to alter or remove the erase protection component of the software on the thumb drive.

iii) Whilst Pattersonics P/L will replace thumb drives proven to be defective under normal conditions of use (as described above) within that ten year period, Pattersonics P/L in no way assumes responsibility for the terms of the manufacturers warranty or any remedies that may be available as a result of that warranty.

iv) Pattersonics P/L accepts no liability for damage caused to your hardware or software as a result of manufacturing defects in the thumb drive on which effectarama is supplied. Warranty is strictly limited to the resupply of the thumb drive and its contents.

21). DURATION AND TRANSFERABILITY OF LICENCE

i) This Licence is non-transferrable and lasts for the lifetime of the product. It is not permitted to sell or resell your copy of effectarama (or any part thereof) or any associated copyrighted material, or the rights assigned by this Licence, to any third party.

ii) Erasure of your electronic copy of your Licence as supplied to you on the thumb drive does not void, invalidate or extinguish the conditions of your Licence. The Licence conditions continue to apply for the life of the product. A new copy of your Licence can be supplied to you under these circumstances.

22). UNLICENCED USAGE

i) Your rights of usage of the effectarama sound effects library are extinguished and do not apply if you have not purchased effectarama directly from effectarama or one of its nominated sales agents. Under these circumstances you have no rights to use the copyrighted material for any purpose and your usage of the copyrighted material for any purpose could expose you to possible prosecution under Australian and international copyright law. Pattersonics P/L works pro-actively to protect its copyrights and will use all remedies available to it within law to pursue individuals or companies who contravene those copyrights.

ii) As Licence holder you agree to do your utmost to ensure that any persons or facilities whom have access to the copyrighted material within your copy(s) of effectarama through legal and legitimate means as permitted by this Licence abide by the terms and spirit of this Licence at all times. If you become aware of third parties contravening the Licence conditions of your licensed copy of effectarama you agree to do your utmost to minimise any damage or ramifications arising from that illegal usage, and to take any and all steps required to prevent any other further illegal usage. If you become aware of the facilitation of illegal access to the copyright material within your copy of effectarama you agree to promptly advise the copyright owner, Pattersonics P/L of the nature and extent of that theft by emailing info@effectarama.com. Pattersonics P/L reserves the right to impose injunctions without remedy or relief as permitted by law to prevent further illegal access to or use of the copyright material.

iii) Deliberate contravention of the conditions of this License can result in the cancellation of the Licence and the revoking of all rights assigned to you by the Licence without remedy. You acknowledge that any deliberate contravention of the conditions of this License by you or other persons accessing the copyrighted material can result in irreparable damage to Pattersons P/L and that the remedies available to Pattersons P/L against you for deliberate contravention of the conditions of the License include fair compensation for any economic loss caused by that contravention.

23). LIMITATION OF LIABILITY

i) The total liability of Pattersons P/L with respect to any claims made in relation to or arising out of the agreement on any grounds will not exceed the License Fee paid by you for effectarama. Your purchase or use of the product signifies your understanding and acceptance of this limitation of liability.

ii) This Licence Agreement constitutes the entire agreement between effectarama and you, the Licence Holder, with respect to the copyrighted material.

li) Pattersons P/L warrants and guarantees that all information supplied about effectarama through the effectarama website is correct, true and accurate. Your purchase of effectarama is protected by the relevant provisions of the NSW Fair Trading Act and by Australian consumer laws.

24). PRIVACY

Pattersons warrants that any personal or business information supplied by you to us in respect of this Licence agreement or any other aspect of your purchase of effectarama will be treated in compliance with the relevant provisions of the Privacy Act in Australia. Pattersons will never supply information supplied by you or your Organisation to us to any third party except as required to by Australian law, and will never sell information collected about you to any third party.

25). ACCURACY OF INFORMATION SUPPLIED BY YOU

You warrant that any contact information supplied by you to us with respect to this Licence is accurate and correct. You acknowledge that deliberately supplying incorrect contact information about you, your intended use of effectarama, or the number of people who will be accessing the copyrighted material within your copy of effectarama voids this Licence and extinguishes your rights to use the copyrighted material.

For any further clarification of your rights under this Licence please contact info@effectarama.

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Pattersons P/L

Sydney, Australia.

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